



199911240029

Kathy Hill, Skagit County Auditor  
11/24/1999 Page 1 of 6 10:33:19AM

## Return Name and Address:

TCI  
ATTN: April Krebser  
2316 S State St.  
Tacoma, WA 98405

Please print or type information

**Document Title(s)**

1. MDU Service Agreement—Gardenview Apartments
- 2.
- 3.

**Grantor(s)**

1. Burton, Jim
2. Burton, Stacia
- 3.

**Grantee(s)**

1. TCI Cablevision of Washington, INC.
- 2.
- 3.

**Legal Description** (abbreviated: i.e. lot, block, plat OR section, township, range, qtr.)SEE ATTACHED LEGAL ~~PLAT~~ TR 4 MV-18-81☐ Additional legal is on page 6 of document.**Reference Number(s)** (Auditor File Numbers) of Documents assigned or released:☐ Additional numbers on page \_\_\_\_\_ of document.**Assessor's Property Tax Parcel/Account Number**

P25253

☐ Property Tax Parcel ID is not yet assigned.☐ Additional parcel numbers on page \_\_\_\_\_ of document.

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information.

## MDU SERVICE AGREEMENT

THIS AGREEMENT (this "Agreement") dated as of JANUARY 20, 1999 is made and entered into by and between TCI CABLEVISION OF WASHINGTON, INC. ("Company"), and JIM AND STACIA BURTON ("Owner"), which owns or has control over certain real estate and improvements commonly known as the GARDENVIEW APARTMENTS located at 1617 N. 26<sup>th</sup> STREET, MOUNT VERNON, WA. 98273 ("Premises"), consisting of 38 units plus any units added or constructed in the future. A legal description of the Premises is attached hereto as Exhibit A. Company owns and operates a cable television system in MOUNT VERNON, WA. ("System") pursuant to a franchise agreement, permit or other legal authority to operate the System (as extended or renewed from time to time, ("Franchise")). Owner and Company desire to provide for Company's access to the Premises in order to install the equipment necessary to provide multi-channel video programming and any other communications and information services that Company may lawfully provide ("Services") to the Premises, on the terms and conditions provided herein. Therefore, the parties agree as follows:

1. **EASEMENTS; ACCESS.** Owner hereby grants, bargains and conveys to Company an irrevocable easement in gross across, under and over the Premises as necessary or desirable for the routing, installation, maintenance, service and operation of the Equipment (as hereinafter defined), and the marketing and provision of the Services. Owner agrees that Company may from time to time enter into various agreements or arrangements with its approved designees, agents or authorized vendors (collectively, "Agents") and access to the Premises granted by Owner pursuant to this Section will extend to such Agents. Owner will cause its designated representatives to accompany employees or agents of Company into any unoccupied residential unit for the purpose of wiring such residential unit, if such wiring is required. After the Premises have been wired for the provision of Services, Owner will provide Company's employees and agents access to the Premises at reasonable times for the exercise of its easement rights hereunder. In addition to the other rights granted by Owner hereunder, upon termination of this Agreement, Owner hereby grants, bargains and conveys to Company the right to enter the Premises in order to remove the Equipment from the Premises if Company so desires. The right of access to the Premises is in addition to the easement granted by Owner to Company by separate agreement entitled, "Agreement for Grant of Easement", of equal date herewith.

*Handwritten:*  
T.C.I.  
will be responsible  
for key or lock replacement if T.C.I. employees have the key.

2. **TYPE OF ACCOUNT; PROVISION OF SERVICES.**

Company will provide the Services to the Premises as follows:  
(Check one)

( ) Individual Rate Account: Company, or the Agents, will market and contract with individual residents of the Premises for all Services, and all arrangements for connecting, serving and billing residents of the Premises for the Services will be made directly between Company and such residents.

(X) Bulk Rate Account: Company will market and contract with the Owner for certain of the Services in accordance with a Bulk Rate Addendum to be signed by Company and Owner. Company, or the Agents, will market and contract with individual residents of the Premises for all other Services, and all arrangements for connecting, serving and billing residents of the Premises for such other Services will be made directly between Company or the Agents, and such residents.

The Services will initially be provided as set forth above. During the term of this Agreement, the method of billing may be changed (i.e., from a bulk rate to an individual rate account and vice versa) without in any way affecting the validity of this Agreement.

3. **OTHER SYSTEMS.** In consideration of Company's investment in the Equipment and other valuable consideration, for a period of time ending upon the earlier of (a) the date of termination of this Agreement or (b) the first anniversary of the effective date of this Agreement, Owner will not, without the prior written consent of Company, operate or install or permit the operation or installation of any other antenna, receiver, converter, cable or other signal amplification system on the Premises for use in connection with television or radio equipment.

4. **TERM.** This agreement will be effective on the date hereof. It will continue for fifteen years, including and renewals or extensions thereof.

*Handwritten signature*



199911240029

Kathy Hill, Skagit County Auditor

11/24/1999 Page 2 of 6 10:33:19AM

COMPANY AND OWNER AGREE TO THE ADDITIONAL TERMS AND CONDITIONS APPENDED HERETO. THE PARTIES HAVE EXECUTED THIS AGREEMENT BY THEIR DULY AUTHORIZED REPRESENTATIVES.

COMPANY:

TCI CABLEVISION OF WASHINGTON, INC.

By

Print Name

**JOHN GRISMORE**

Title

**AUTHORIZED AGENT**

Address

Telephone

State of

County of

This instrument was acknowledged before me on

, 1998, by

as

of

Given under my hand and seal of office.

My commission expires

Notary Public

(Seal)

Title



199911240029

Kathy Hill, Skagit County Auditor

11/24/1999 Page 3 of 6 10:33:19AM

OWNER:

By James R Burton  
Print Name James R Burton  
Title President  
Address 4206 Tyler Way  
Anacortes, WA 98221  
Telephone 360 293 9550

State of Wash  
County of SKagit ) ss.

This instrument was acknowledged before me on

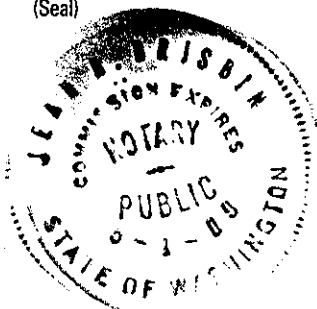
Jan 22 <sup>1999</sup> ~~1998~~, by  
James R. Burton  
as President  
of Cedar Apts DBA  
Harderwick Apts  
Given under my hand and seal of office.

My commission expires 5-1-2000

Notary Public Jean H. Brubaker

(Seal)

Title



199911240029

Kathy Hill, Skagit County Auditor

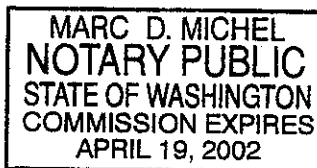
11/24/1999 Page 4 of 6 10:33:19AM

STATE OF WASHINGTON  
COUNTY OF SNOHOMISH

)  
) SS  
)

On MARCH 26, 1999 before me, a Notary Public in and for said State, personally appeared **John B. Grismore**, known to me to an **Authorized Agent** of the corporation that executed the within Instrument, known to me to be the person who executed the within Instrument on behalf of the corporation therein named as COMPANY or OPERATOR, and acknowledged to me that such corporation executed the within Instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.



*Marc D. Michel*  
\_\_\_\_\_  
MARC D. MICHEL, Notary Public  
In and for the State of Washington  
Residing at: Bellevue, WA  
My Commission Expires:  
**April 19, 2002**



EXHIBIT A

To  
MDU Service Agreement  
dated  
JANUARY 20, 1999  
between  
TCI CABLEVISION OF WASHINGTON, INC.  
and  
JIM AND STACIA BURTON/Gardenview Apartments

Legal Description

PTN NW1/4 SW1/4 AKA TR 4 S/P#MV-18-81 AF#8110160023 & LOT 1  
S/P P#MV-10-84 AF# 8408220013 & ALSO TGW TH PTN LT 1 MT MT VERNON S/P  
MV-18-81 & BEING PTN NW1/4 SW1/4 SD SEC DAF BAT NW COR SD LT 1 TH S  
89-27-37 E 135FT ALG N LN SD LT 1 TO W LN LT 4 SD S/P MV-18-81 TH S  
0-35-17 W 30.30FT ALG SD W LN TH N 89-27-37 W 135FT PLW N LN SD LT 1  
TO W LN TH OF TH N 0-35-17 E 30.30FT ALG W LN SD 1 TPOB & ALSO EXC FD

PARCEL NUMBER P25253

Interpretor

\*\*\* TOTAL PAGE.02 \*\*\*



199911240029

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11/24/1999 Page 6 of 6 10:33:19AM