

Return Name and Address:
AT&T Cable Services, formerly TCI
ATTN: April Krebsler
2316 S State St.
Tacoma, WA 98405



199912100109

Kathy Hill, Skagit County Auditor
12/10/1999 Page 1 of 5 1:33:01PM

Please print or type information

Document Title(s)

1. MDU Service Agreement—Evergreen Mobile
- 2.
- 3.

Grantor(s)

1. Epstein, Edward
- 2.
- 3.

SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax
FORM

DEC 10 1999

Grantee(s)

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

Amount Paid \$
Skagit County Treasurer
Deputy

Legal Description (abbreviated: i.e. lot, block, plat OR section, township, range, qtr.)
NW, SW SEC 29, T34N, R4E

Additional legal is on page 5 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
P28106

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.

Business Services Group
TCI Cablevision
240 NE Kettle St
Oak Harbor, WA 98277

MULTIPLE DWELLING UNIT SERVICE AGREEMENT

THIS AGREEMENT (this "Agreement") dated as of June 14, 1999 is made and entered into by and between TCI Cablevision of Washington, Inc. ("Company"), and Edward Epstein ("Owner"), which owns or has control over certain real estate and improvements commonly known as Evergreen Mobile located at 2210 Old Highway 99 South, in Mount Vernon, Washington (the "Premises"), in Section ____, Township ____, Range ____, W.M., consisting of 33 units plus any units added or constructed in the future. A legal description of the Premises is attached hereto as Exhibit A (Page ____). Parcel or Tax Account Number(s): P28106

Company owns and operates a cable television system in Mount Vernon, Washington (the "System") pursuant to a franchise agreement, permit or other authority to operate the System (as extended or renewed from time to time, the "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 (the "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 any of Owner's equipment used in connection with provision of the Services**, 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, the "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.

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.



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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 visa 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 7th (seventh) anniversary of the effective date of this Agreement, **and to the extent allowable under Federal law,** 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 and continue for a period of 15 years (the "Initial Term"), and will automatically renew for terms of 5 (five) year(s) (each a "Renewal Term"), unless either party gives the other written notice at least six months prior to the end of the Initial Term or then-effective Renewal Term, as appropriate.

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

OWNER:

By: Edward Epstein
Print Name: EDWARD EPSTEIN

Title: OWNER

Address: 8405 SE 53rd Pl.
MERCER ISLAND, WA 98040

Telephone: 206-232-1919

Telecopy: _____

STATE OF Washington)
COUNTY OF King) ss.

This instrument was acknowledged before me on June 14, 1999, by _____
as _____ of _____

Given under my hand and seal of office.

My commission expires:
21 Jan 03

[Seal]

COMPANY:

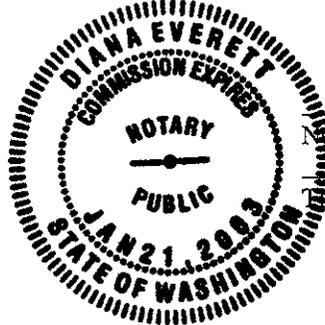
TCI Cablevision of Washington, Inc.
By: [Signature] 8-20-99
Print Name: John Grismore

Title: Authorized Agent

Address: 22025 30th Ave. SE
Bothell, WA 98021-4444

Telephone: (425) 462-2620

Telecopy: _____



D. Everett
Notary Public
Title _____



STATE OF WASHINGTON

)

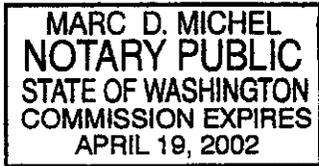
) SS

COUNTY OF SNOHOMISH

)

On August 20, 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



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Kathy Hill, Skagit County Auditor

EXHIBIT A

To
MDU Service Agreement
dated

between

and
TCI Cablevision of Washington, Inc.

Legal Description

The land referred to herein is situated in the County of Skagit, State of Washington, and is described as follows:

PARCEL A:

That portion of the Northwest 1/4 of the Southwest 1/4 of Section 29, Township 34 North, Range 4 East, W.M., described as follows:

Beginning at a point on the East line of the Pacific Highway, 450 feet North of the South line of said Northwest 1/4 of the Southeast 1/4; thence East, 140 feet to the true point of beginning of this description; thence North, 100 feet; thence East, 24 feet; thence North, 100 feet; thence East, 707.2 feet; thence South, 200 feet; thence West, 731.2 feet, more or less, to the true point of beginning, EXCEPT any portion thereof lying within the boundaries of existing rights-of-way.

TOGETHER WITH an easement for ingress and egress for road purposes with the right of improvement thereof and for the purpose of running proper utilities over, on or through said area, described as follows:

Beginning at a point on the East line of Pacific Highway, 550 feet North of the South line of the Northwest 1/4 of the Southwest 1/4 of said Section 29; thence East, 164 feet; thence North, 16 feet; thence West, 164 feet, more or less, to the East line of said Highway right-of-way; thence South, 16 feet, more or less, to the point of beginning.

PARCEL B:

That portion of the Northwest 1/4 of the Southwest 1/4 of Section 29, Township 34 North, Range 4 East W.M., described as follows:

Beginning at a point on the East line of the Old Pacific Highway 572 feet North of the South line of said Northwest 1/4 of the Southwest 1/4; thence South along the East line of said Highway 22 feet; thence East 164 feet; thence North 100 feet; thence West 45 feet; thence Southwesterly in a straight line a distance of 82 feet, more or less, to a point that is 96 feet East of the point of beginning; thence West 96 feet to the point of beginning.

TOGETHER WITH a non-exclusive easement for purposes of ingress and egress over and across the Easterly 7 feet and the Southerly 10 feet of the following described tract:

Beginning at a point on the East line of the Old Pacific Highway 572 feet North of the South line of said Northwest 1/4 of the Southwest 1/4; thence North along the West line of said Highway 78 feet; thence East 119 feet; thence Southwesterly in a straight line a distance of 82 feet, more or less, to a point 96 feet East of the point of beginning; thence West 96 feet to the point of beginning.



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12/10/1999 Page 5 of 5 1:33:01PM