

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



199912100111

Kathy Hill, Skagit County Auditor  
12/10/1999 Page 1 of 5 1:33:46PM

Please print or type information.

**Document Title(s)**

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

**Grantor(s)**

1. Hardin's INC.
- 2.
- 3.

SKAGIT COUNTY WASHINGTON  
Real Estate Excise Tax  
2010

DEC 10 1999

**Grantee(s)**

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

Amount Paid \$6  
Skagit County Treasurer  
Deputy

*Lp*

**Legal Description** (abbreviated: i.e. lot, block, plat OR section, township, range, qtr.)

Norris Add to Burlington Lot 4, S 1/2 of 5, all of 6, N 1/2 of 7, DK 12 DT 14, Blk 5

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**

P72805

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 9, 1999 is made and entered into by and between TCI Cablevision of Washington, Inc. ("Company"), and Hardin's, Inc. ("Owner"), which owns or has control over certain real estate and improvements commonly known as Westview Apartments located at 419 Simons Ave. in Burlington, Washington (the "Premises"), in Section     , Township     , Range     , W.M., consisting of 10 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):     . Company owns and operates a cable television system in Burlington, 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:**

HARDIN'S INC

By: Earl E Hardin

Print Name: EARL E HARDIN

Title: President

Address: 1805 E HAZEL AVE.  
BURLINGTON WA 98233

Telephone: 757 7543

Telecopy: \_\_\_\_\_

**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: \_\_\_\_\_

STATE OF Washington )  
COUNTY OF Skagit ) ss.

This instrument was acknowledged before me on June 9, 1999, by Earl E. Hardin  
as president of Hardin's Inc.

Given under my hand and seal of office

My commission expires: 09-22-01

[Seal]



[Signature]  
Notary Public

Title

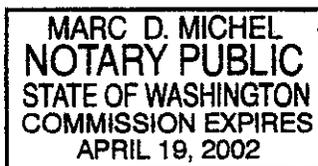


STATE OF WASHINGTON  
COUNTY OF SNOHOMISH

)  
) SS  
)

On August 20, 1999, before me, a Notary Public in and for said State, personally appeared **John B. Grismore**, known to me to be 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

JUNE 9, 1999

between

and

TCI Cablevision of Washington, Inc.

Legal Description

**MetroScan Full Legal APN:P72805**

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NORRIS ADD TO BURLINGTON LOT 4 & S1/2 OF 5 ALL OF 6 & N1/2 OF 7 DK 12  
DT 14 BLK 5



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