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Kathy Hill, Skagit County Auditor

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Return Name and Address:

AT&T Cable Services, formerly TCI

ATTN: April Krebsler

2316 S State St.

Tacoma, WA 98405

Please print or type information

Document Title(s)

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

Grantor(s)

- 1. Dow, George
- 2. Dow, Jeanne
- 3.

Grantee(s)

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

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

SE, SW ¼ SEC 17, 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

340417-0-097-0001 ; P25696

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 August 2, 1999 is made and entered into by and between TCI Cablevision of Washington, Inc. ("Company"), and George + Jeanne Dow ("Owner"), which owns or has control over certain real estate and improvements commonly known as Dow Apartments located at 1311 Fir Lane, in Mount Vernon, Washington (the "Premises"), in Section _____, Township _____, Range _____, W.M., consisting of 12 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): 340417-0-097-0001. 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:
George & JEANNE DOW

COMPANY:

TCI Cablevision of Washington, Inc.

By: George & Jeanne Dow

By: [Signature] 12-15-99

Print Name: George & JEANNE DOW

Print Name: John Grismore

Title: OWNERS

Title: Authorized Agent

Address: 1300 Madison PK. DR.
MOUNT VERNON, WA 98273

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

Telephone: 360-424-4329

Telephone: (425) 462-2620

Telecopy: _____

Telecopy: _____

STATE OF Washington

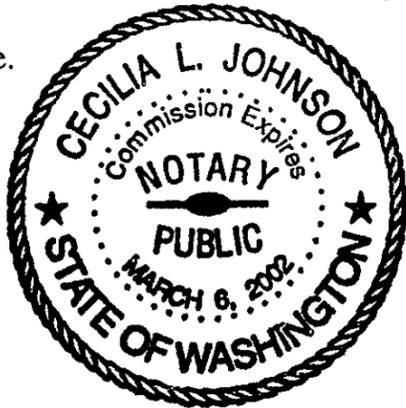
COUNTY OF Skagit) ss.

This instrument was acknowledged before me on Aug. 2nd, 1999, by George & Jeanne Dow as owners of Fir Lane Apartments.

Given under my hand and seal of office.

My commission expires: 03-06-02

[Seal]



[Signature]
Notary Public
Title



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Kathy Hill, Skagit County Auditor

STATE OF WASHINGTON)

)

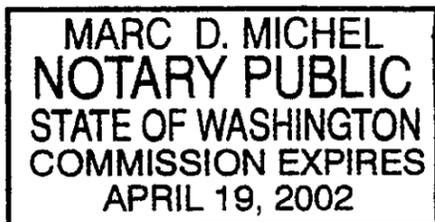
) SS

COUNTY OF SNOHOMISH)

)

On December 15, 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, OPERATOR, or AT&T 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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EXHIBIT A

To
MDU Service Agreement
dated
8-2-99
between

and
TCI Cablevision of Washington, Inc.

Legal Description

G. DOW APARTMENTS

Legal Description

BEGINNING AT THE SE CORNER OF THE SE 1/4
OF THE SW 1/4 THEN N ALONG THE E LINE OF
SAID SE 1/4 OF THE SW 1/4 270 FT THEN N
89-5-6 W 330.22 FT THEN S 0-05-18 W 270'
TO THE S LINE OF THE SE 1/4 OF THE SW 1/4
THEN S 89-56 E 330.94' TO POINT OF BEGINNING
LESS 30' COUNTY ROAD RIGHT OF WAY AND TAX
38B and 38A AND B



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