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

200003220046
Kathy Hill, Skagit County Auditor
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Document Title(s)
1. MDU Service Agreement—Manus Apartments
2.
3.
Grantor(s)
1. Messer, Evelyne
2.
3.
Grantee(s)
1. TCI Cablevision of Washington, Inc.
2.
$\begin{bmatrix} -1 \\ 3 \end{bmatrix}$
Legal Description (abbreviated: i.e. lot, block, plat OR section, township, range, qtr.)
Anacortes Lots 1 and 2, Block 72
Anacortes Lots 1 and 2, Block 72
Additional local is an page 5 of december
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
P55376
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

ALCONT DEL DIVERBITIO CIVIL DEL VICE AGREEMENT
THIS AGREEMENT ("Agreement") dated as ofAUGUST 3, 1000, 1999 is made and entered into by and between TCI Cablevision of Washington, Inc. ("Company"), and EVELYNE, MESSER ("Owner"), which owns
between TCI Cablevision of Washington, Inc. ("Company"), and EVELYNE MESSER ("Owner"), which owns
or has control over certain real estate and improvements commonly known as Manus Apartments located at 1203 4th
St. in Anacortes, Washington (the "Premises"), in Section, Township, Range, W.M., consisting
of 6 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 Anacortes, Washington (the "System") pursuant to a
franchise agreement, permit or other legal 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 operate
the equipment necessary to provide multi-channel video programming and any other 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 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.
TYPE OF A COMPTE PROMICION OF CERMICES
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, 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 <u>15</u> years (the "Initial Term"), and thereafter shall automatically renew for terms of <u>5 (five)</u> year(s) ("Renewal Term"), unless either party gives the other written notice of non-renewal 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:	A company of the state of the s	COMPANY:
MANUS APARTMENTS		TCI Cablevision of Washington, Inc.
By: Evelyne Ma	esse	By: 12.15.99
By: Evelyne Mane: Evelyne	Messer	Print Name: John Grismore
Title: OWNER		Title: Authorized Agent
Address: 1203 4th ST		Address: 22025 30th Ave. SE
ANACORTES, WA	98221	Bothell, WA 98021-4444
Telephone:		Telephone: (425) 462-2620
Telecopy:		Telecopy:
STATE OF WASHINGTON)	
COUNTY OF SKAGIT) ss.)	
This instruction was abbreviated	d hafara ma an 9/3	1000 La Euro Maria de
as Owner BARLEAN	of Manus Apa	, 199 <u>9</u> , by <u>Evelyne Messer</u> artments
Given under my hand, and seal of o	•	
My omression expires:		Notary Public
[Seal]		Title



STATE OF WASHINGTON)
) SS
COUNTY OF SNOHOMISH	j

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
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
APRIL 19, 2002

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

8/3/99 between

Evelyne Messer-Manus Apartments and TCI Cablevision of Washington, Inc.

Legal Description

MetroScan Full Legal

APN: P55376

ANACORTES, LOTS 1 AND 2, BLOCK 72

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