

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


200004050095
Kathy Hill, Skagit County Auditor
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Please print or type information

Document Title(s)

1. MDU Service Agreement—Mount Vernon Manor
- 2.
- 3.

Grantor(s)

1. Housing Authority of Skagit County
- 2.
- 3.

Grantee(s)

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

Legal Description (abbreviated: i.e. lot, block, plat OR section, township, range, qtr.)
NW, NW ¼ SEC 16, T34N, R4E

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

163404-2-020-0109; 163404-2-029-0001; 163404-2-009-0203

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 SEPTEMBER 22, 1998 is made and entered into by and between TCI CABLEVISION OF WASHINGTON, INC. ("Company"), and HOUSING AUTHORITY OF SKAGIT COUNTY ("Owner"), which owns or has control over certain real estate and improvements commonly known as the MOUNT VERNON MANOR located at 2405 AUSTIN LANE, MOUNT VERNON, WA. 98273 (the "Premises"), consisting of 85 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. (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 install 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.

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 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 and (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 and continue for the term of the Franchise.



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OWNER:

Housing Authority of Skagit County - Agent

By John M. Smith

Print Name JOHN M. SMITH
EXECUTIVE DIRECTOR

Title _____

Address 2021 E. College Way, Suite 101
Mount Vernon, WA 98273

Telephone 360 428-1959

State of Washington)

County of Skagit) ss.

This instrument was acknowledged before me on

Oct. 12, 1999, by

as _____

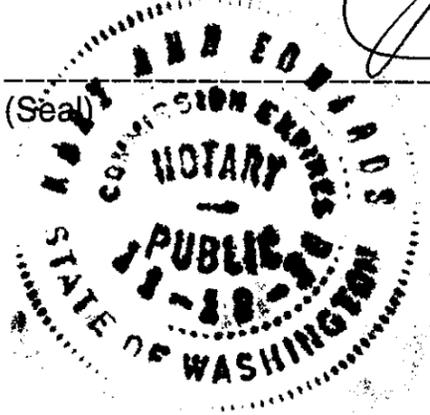
of _____

Given under my hand and seal of office.

My commission expires Nov. 18, 2000

Notary Public Mary Ann Edwards

(Seal) _____ Title



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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 M. Ryan

Print Name MISSY ORE-RYAN

Title AUTHORIZED AGENT

Address _____

Telephone _____

State of _____)

County of _____)

)ss

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



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UNOFFICIAL DOCUMENT

STATE OF WASHINGTON)

) SS

COUNTY OF SNOHOMISH)

On March 5, 2000, before me, a Notary Public in and for said State, personally appeared **Missy Orr-Ryan**, 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.



A handwritten signature in cursive script, appearing to read "Ellen F. Miller".

Ellen F. Miller, Notary Public
In and for the State of Washington
Residing at: Everett, WA
My Commission Expires:

February 29, 2004



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EXHIBIT A

To
MDU Service Agreement
dated
SEPTEMBER 22, 1998
between

TCI CABLEVISION OF WASHINGTON, INC.
and
HOUSING AUTHORITY OF SKAGIT COUNTY

Legal Description

County parcel: 163404-2-020-0109
Legal Description: 010 PTN NW NW AKA TR B S/P M V 3-81 AUD FILE
020 #8101150066 TGW E 400' N 165' S 825' NW NW
030 EXC S 25' FOR STREET

County parcel: 163404-2-029-0001
Legal Description: 010 TR 4 MVSP #17-81

County parcel: 163404-2-009-0203
Legal Description: 010 S16-T34-R4 S25' OF E305' OF N165' OF S825' NW NW



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