

131785

BOOK 177 PAGE 894

FILED FOR RECORD  
SKAMANIA CO. WASH  
BY *Summit Communications*

JUN 3 4 33 PM '98  
*Olson*  
AUDITOR  
GARY M. OLSON

WHEN RECORDED RETURN TO:  
Summit Communications, Inc.  
3633 136th Place SE, Suite 107  
Bellevue, WA 98006  
Attn.: Robert J. Erickson

Document Title: CABLE TV RIGHT OF ENTRY AND OPERATING AGREEMENT  
Reference Number of Documents released: None  
Grantor: Columbia Cascade Housing Corporation  
Abbreviated Legal Description:  
Lot 1 of Book T of Short Plats on Page 100.

Additional Legal Description on page 4  
Assessor's Property Tax Parcels/Account Numbers: 2-7-1-1300

*Handwritten notes and stamps:*  
SEARCHED  
INDEXED  
SERIALIZED  
FILED  
JUN 3 1998  
FBI - SKAMANIA

March 23, 1998

#### CABLE TV RIGHT OF ENTRY AND OPERATING AGREEMENT

THIS AGREEMENT is made between Summit Communications, Inc., ("Cable TV.") and Columbia Cascade Housing Corporation, ("Owner"), with respect to the building on the real property located at 986 SW Rock Creek Drive, Stevenson, *Skamania* County, Washington, more specifically described in Exhibit A attached ("Building"). For and in consideration of the mutual promises and covenants hereinafter set forth the parties hereby agree:

1. Owner hereby grants to Cable TV the sole and exclusive right during the term of this Agreement to provide television and communication by wire services (the "Services"), to the 30 units in the Building, and hereby grants solely to Cable TV an easement to install, modify, operate, and maintain its fiber lines, wires and equipment (the "System") upon or within the Building for the purpose of providing the Services to the Building and to the residents thereof.
2. Cable TV shall be allowed to make any necessary alterations to the Building to install, modify, operate and maintain the System without incurring any liability to the Owner or any other occupant of the Building by so doing, provided that such work shall be done in a reasonably neat manner in accordance with industry standards and practice.
3. Owner shall provide Cable TV and its representatives access to the Building at all times for the normal operations of the Services including, if necessary, a key to any locked door that contains portions of the System. Owner shall report to Cable TV any System outages and any theft of Services of which Owner becomes aware.
4. The System installed by Cable TV pursuant to this Agreement shall remain the property of Cable TV, and Cable TV shall be entitled to remove all or any portion of the System upon termination of this Agreement should it so desire. Any damage occasioned by such removal shall be repaired by Cable TV. Owner shall not interfere with the operation and maintenance of the System and shall not remove any part of the System without first obtaining the written consent of Cable TV.

*Handwritten initials:* of

5. Cable TV shall furnish at its expense adequate public liability insurance to indemnify both Cable TV and Owner from any damages, costs, liabilities or expenses, resulting from damage or injury to property or persons (including death) from the operation and maintenance of the System and the furnishing of the Services contemplated by this Agreement.

6. Cable TV shall publicize to the residents of the Building the availability of cable services in the Building to the extent that such publicity is in accordance with the advertising campaigns now or hereafter conducted by Cable TV. Owner shall include Cable TV in any general listings indicating providers of goods and services to the Building. Whenever Owner refers to cable TV services provided to the Building, whether on site, in advertising, promotions or written materials, the reference shall be "cable TV by Summit Cablevision".

7. TYPE OF ACCOUNT (Initial Option A or B)

A. Upon request for service by a resident of the Building to Cable TV, such resident shall be charged and billed individually by Cable TV for all usual charges including the regular monthly rate, converter rental, and initial connection charge. If a resident's account becomes delinquent, Cable TV has the right to disconnect service to that resident and shall be allowed access to the Building for that purpose. Owner shall not be held responsible for resident's individual accounts.

☒ B. Owner shall pay Cable TV a monthly service charge for cable television service provided to the residents of the Building and shall sign Cable TV's Bulk Rate Agreement and abide by its conditions, rules, and terms. After expiration of the Bulk Rate Agreement, the Services shall be delivered pursuant to option 7A above.

8. This Agreement shall be for a term of Fifteen (15) years commencing on the 1st day of April, 1998. It shall then renew automatically for three succeeding five (5) year terms unless terminated by either party upon written notice to the other party, given at least ninety (90) days before the expiration of the original or any succeeding term.

9. The offer to enter into this Agreement may be withdrawn by Cable TV if not accepted by Owner and a signed copy returned to Cable TV within thirty (30) days from March 23, 1998. This Agreement is not valid until signed by an officer of Cable TV. If either party fails to perform under the conditions of this Agreement, it may be terminated by the injured party if after 60 days written notice the failure is not corrected.

10. Building Owner or the authorized agent for the Owner hereby represents that he/she is the Owner of the Building or the authorized agent of the Owner, with the full authority to bind the Owner to the terms and conditions of this Agreement.

11. This Agreement is conditioned upon Cable TV obtaining and retaining any and all franchises, rights, leases, permits or easements which may be required to accomplish any of the foregoing matters. If Cable TV is unable to install or maintain the Service to the Building due to any governmental law, rule or regulation or due to any other cause beyond the reasonable control of Cable TV, it may terminate this Agreement upon thirty (30) days written notice to Owner.

12. Should either party default under this Agreement, the defaulting party shall be liable for damages incurred by the other party. Each party shall have remedies available to it by law. Cable TV shall have the further right to disconnect Service to the Building in the event of default by Owner. Recognizing that remedies at law may be inadequate, the defaulting party agrees that the other party may enforce this Agreement by obtaining an injunction or other equitable relief.



13. All the terms, conditions, covenants and agreements of the Agreement shall extend to and be binding upon the parties hereto and their respective heirs, administrators, executors, successors and assigns or upon any person or persons coming into ownership or possession of any interest in the Building by operation of law or otherwise, and shall be construed as covenants running with the land.

14. Owner shall not disclose the contents of this Agreement to third parties.

IN WITNESS WHEREOF, we have hereunto set our hands this 13 day of May, 1998

ADDRESS:

Summit Communications, Inc.  
3633 136th Place SE, Suite 107  
Bellevue, WA 98006

(Cable TV)

By [Signature]  
Its President

ADDRESS:

Columbia Cascade Housing Corporation  
c/o Grayco Resources, Inc.  
5331 SW Macadam, Suite 200  
Portland, OR 97201

(Owner)

By [Signature]  
Its Director

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Exhibit A  
Legal Description of Property

(Insert)

Lot 1 of the SHORT SUBDIVISION recorded in Book T of Town  
Plats, at page 100, Records of Skamania County, Washington  
on November 22, 1996.

(OWNER)  
Oregon  
 STATE OF WASHINGTON )  
 )  
 COUNTY OF Wasco )

On this 29 day of April, 1998, before me, the undersigned, a Notary Public in and for said County and State, Ruby Mason personally appeared, known to me to be the person whose name is described to the foregoing instrument, and acknowledged to me that he/she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.



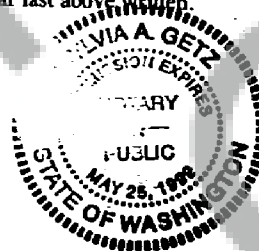
Sherry R. Grove  
 Notary Public for the State of Oregon  
 Residing at The Dalles

(CABLE TV)

STATE OF WASHINGTON )  
 )  
 COUNTY OF KING )

On this 13<sup>th</sup> day of MAY, 1998, before me, the undersigned, a Notary Public in and for said County and State, JAMES HIRSHFIELD personally appeared, known to me to be the person whose name is described to the foregoing instrument, and acknowledged to me that he/she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.



Sylvia A. Getz  
 Notary Public for the State of WASHINGTON  
 Residing at BELLEVUE



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