

144160

BOOK 222 PAGE 299

WHEN RECORDED RETURN TO:  
Summit Cablevision L.P.  
3033 136th Place SE, Suite 107  
Bellevue, WA 98006  
Attn: Sylvia A. Getz

**REAL ESTATE EXCISE TAX**

N/A  
MAR 26 2002

PAID N/A  
VERA M. ADAMS  
SKAMANIA COUNTY TREASURER

FILED FOR RECORD  
SKAMANIA CO. WASH.  
BY *Millennium Digital Media*

MAR 26 4 23 PM '02

*J. Laury*  
FOR

J. MICHAEL GAVISON

Document Title: CABLE TV RIGHT OF ENTRY OPERATING AGREEMENT  
Reference Number of Document released: None  
Grantors: Skamania OPCO, LLC  
Abbreviated Legal Description:  
A tract of land located in the D. Baughman Donation Land Claim and the F. Iman Donation Land Claim situated in Sec. 2, Township  
2 N., Range 7, East of the Willamette Meridian, Skamania County, WA  
Additional Legal Description on page 4  
Assessor's Building Tax Parcels/Account Numbers: 02-0702-0-0-0612-00

Filed for  
Record  
Date  
Time  
By  
Agent

**CABLE TV RIGHT OF ENTRY OPERATING AGREEMENT**

December 14, 2001

THIS AGREEMENT is made between Summit Cablevision L.P. ("Cable TV") and Skamania OPCO, LLC ("Owner"), with respect to the Building(s) on the real property located at 1131 Skamania Lodge Way, 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 services (the "Services"), to the 254 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, with Owner permission, 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 reasonable 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 shall remain the property of Owner, and Cable TV shall be entitled to use the system on an exclusive basis during the term of this agreement. Cable TV shall be entitled to remove any portion of the System, except the wiring, 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.
5. Cable TV shall furnish at its expense public liability insurance in an amount of not less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate 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. At Owner's request, Cable TV shall include Owner as an additional insured and will provide a certificate of insurance evidencing the coverage, limits, and insureds.

6. 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 Millennium Digital Media".

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.

8. This Agreement shall be for a term of five (5) years commencing on the 1st day of January 2002. At the end of the initial term, if Owner is then not in default, Owner shall have the option to extend this Agreement for an additional five (5) year term. If Owner chooses not to extend the Agreement for an additional term, both parties may negotiate in good faith, a new agreement. If no notice is given, it shall renew automatically on a month-to-month basis unless terminated by either party upon written notice to the other party, given at least ninety (90) days prior to the termination date.

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 on or before December 31, 2001. This Agreement is not valid until signed by an officer of Cable TV.

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 ninety (90) days written notice to Owner. Owner shall have no obligation to make any payments to Cable TV for any period in which Cable TV does not provide Service to the Building or, on a pro rata basis to any part of the Building.

12. If either party fails to perform under the terms and conditions of this Agreement, it may be terminated without penalty or further obligation by the non-breaching party if after sixty (60) days written notice the failure is not corrected.

13. Should either party default under this Agreement as provided in Section 12 of this Agreement, the defaulting party shall be liable for damages incurred by the non-defaulting party as determined by a court of competent jurisdiction or as may be agreed in writing by the parties. 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 an uncured default by Owner that remains uncured after thirty (30)

days notice by Cable TV to the Owner of the event of default. 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.

14. Owner may terminate this Agreement with thirty (30) days notice to Cable TV if Cable TV declares bankruptcy, is placed in receivership, is declared insolvent, or is otherwise unable to fulfill the terms of this Agreement.

15. If Owner sells the Building to an unrelated third party during the term of this Agreement, Owner at its sole election, may either terminate this Agreement with ninety (90) days notice to Cable TV, or assign this Agreement to the purchaser as provided in Section 16 of this Agreement.

16. 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.

17 Neither party shall disclose the contents of this Agreement to third parties without the prior written consent of the other party.

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IN WITNESS WHEREOF, we have hereunto set our hands this 14<sup>th</sup> day of  
December, 2001.

ADDRESS:

Summit Cablevision L.P.  
3633 136th PL SE, Suite 107  
Bellevue, WA 98006

(Cable TV)

Summit Cablevision L.P.  
By Millennium Digital Media Systems, L.L.C.  
Its General Partner

By [Signature]  
Its NW Region President

Address:  
Dolce International  
28 West Grand Avenue  
Montvale, NJ 07645

(Owner)  
**SKAMANIA OPCO, LLC**  
a Delaware limited liability company

By: Dolce US Acquisitions, Inc.  
as managing member

By [Signature]  
Philip C.S. Warren  
Senior Vice President

Date: December 14, 2001



Exhibit A

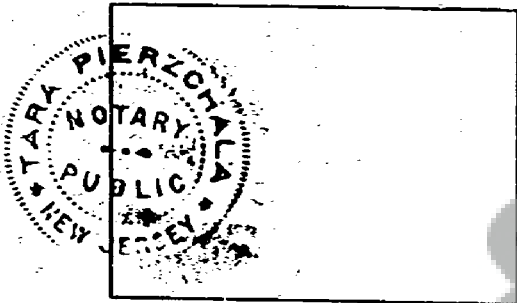
A tract of land located in the D. Baughman Donation Land Claim, and the F. Iman Donation Land Claim situated in Section 2, Township 2 North, Range 7, East of the Willamette Meridian, Skamania County, WA and being a portion of two tracts of land conveyed to Skamania County by deeds recorded in book 27, Page 39 and Book 110, Page 121 of the Skamania County deeds Records.

Unofficial  
Copy

STATE OF New Jersey ) (OWNER)  
COUNTY OF Bergen )

On this 14<sup>th</sup> day of December, 2001, before me, the undersigned, a Notary Public in and for said County and State, Philip C.S. Warren 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.

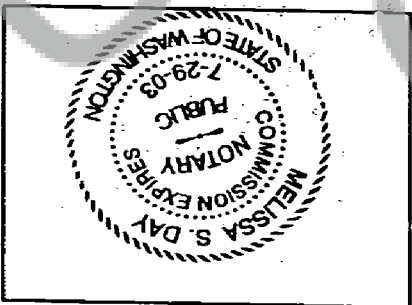


Philip C.S. Warren  
Notary Public for the State of New Jersey  
Residing at 72 Page Dr  
Oakland NJ 07436

STATE OF WASHINGTON ) (CABLE TV)  
COUNTY OF KING )

On this 11<sup>th</sup> day of February, 2002, before me, the undersigned, a Notary Public in and for said County and State, Steven B. Weed 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.



Melissa S. Day  
Notary Public for the State of Washington  
Residing at Kent, WA