

EASEMENT AND RIGHT-OF-ENTRY AGREEMENT

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This Easement and Right-of-Entry Agreement ("Agreement") is made by and between NORTHLAND CABLE PROPERTIES, INC., a Washington corporation ("Company"), and HUFFMAN HOLLOW, LTD. ("Owner"), and shall become effective as of August 1, 2001.

For and in consideration of Company's agreement to provide video programming and other programming and related services not prohibited by federal law (the "Services") to the Property (defined below), including the provision of basic cable service to the community room and the resident manager's apartment located on the Property, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Owner hereby grants Company a right of entry, easement and right-of-way over, under, across and throughout the property more particularly described on Exhibit A attached hereto and made a part hereof by this reference, and throughout the multi-unit dwelling(s) set forth on Exhibit B attached hereto and made a part hereof by this reference, in the County of Montgomery, in the State of Texas (collectively, the "Property"), for constructing, installing, operating, maintaining, repairing, replacing and removing any and all cables, wires, conduit, electronic equipment and such other accessories as may be necessary or convenient to provide the Services to the Property (the "System").
2. Owner hereby grants to Company the exclusive right to construct, install, operate, maintain, repair and replace any and all parts of the System in, and provide and market the Services to the Property.
3. Owner shall provide, without charge to Company, adequate space and electricity, and an unencumbered right of access for the construction, installation, operation, maintenance, repair and replacement of the System, and for the marketing, disconnecting and reconnecting of the Services to residents of the Property.
4. Company shall construct, install, operate, maintain, repair and replace the System in and between the buildings described above, substantially in accordance with all applicable regulations and codes; provided that (i) the parts of the System located between the buildings will be underground where feasible, (ii) all connections will be camouflaged to blend with the general scheme of the buildings where feasible, and (iii) the parts of the System in and between individual units will be installed behind walls or by other means as to minimize visibility to the extent commercially practicable. All parts of the System on the Property, regardless of whether installed within or outside of buildings and whether installed overhead, above, or underground, shall remain the personal property of Company, and shall not be considered a fixture or fixtures of the building(s), nor shall any part of the System be used at any time by or for the benefit of any party other than Company. In particular and without limiting the foregoing, Company's System shall not carry signals from or become attached to antennas for reception of signals from broadcast television stations, satellites, microwave facilities, other cable television systems or operators or any other means of providing video or audio signals or data transmission, if applicable.
5. Individual residents on the Property may request any or all of the Services and shall be charged and billed individually for connection to the System at the Company's regular and current monthly rates and connection charges applicable to the Services ordered. Company agrees to provide basic cable service to the community room and the resident manager's apartment located on the Property; provided, however, Owner acknowledges that one or more of Company's programming agreements with certain cable networks may contain restrictions that prohibit Company from cablecasting such programming in public areas (e.g., community rooms) and if such prohibition exists, Company may, on little or no prior notice, cease any such cablecasting in any public areas.

6. Owner agrees that resident managers will notify Company at its local office if and when Owner becomes aware of any actual or impending damages to any part of the System including, but not limited to, lock boxes, cables, vaults and converters.

7. Owner acknowledges and agrees that the ownership of and title to any and all parts of the System is and shall remain in Company.

8. The term of this Agreement shall be for a period of ten (10) years; provided, however Company may terminate this Agreement with thirty (30) days notice to Owner if Company is unable to construct, install, operate, maintain, repair, replace or remove any part of the System because of any governmental law, rule or regulation or due to any other cause beyond the reasonable control of Company.

9. This Agreement supersedes all previous agreements, if any, between Owner and Company, relating to Company's provision of the Services to residents on the Property.

10. The benefits and obligations of Owner under this Agreement shall be considered as a covenant running with the land, and shall inure to the benefit of, and be binding upon, the successors, assigns, heirs and personal representatives of Owner and Company.

11. If legal action is necessary to enforce any item of this Agreement, the substantially prevailing party in such action shall be entitled to recover its costs and expenses of such action, including reasonable attorneys' fees as determined by the court.

12. The invalidity under applicable law of any provision of this Agreement shall not affect the validity of any other provision of this Agreement, and in the event that any provision hereof is determined to be invalid or otherwise illegal, this Agreement shall remain effective and shall be construed in accordance with its terms as if the invalid or illegal provision were not contained herein.

13. The terms and conditions of this Agreement shall be construed in accordance with the laws of the State in which the Property is located.

14. The undersigned Owner or authorized agent hereby represents that he/she is Owner of the Property, or the authorized agent of Owner, with full authority to bind Owner to the terms and conditions of this Agreement.

Owner:

HUFFMAN HOLLOW, LTD.

By: 

Its: General Partner

PO Box 489

New Caney, Texas 77357

Attention: Larry C. Washburn

Company:

NORTHLAND CABLE PROPERTIES, INC. *lee*

By: 

Its: Executive Vice President

1201 Third Avenue, Suite 3600 *Rgn*

Seattle, WA 98101

Attention: Gary S. Jones

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this day personally appeared before me Richard I. Clark, to me known to be the Executive Vice President of Northland Cable Properties, Inc., a Washington corporation, the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute said instrument.

GIVEN under my hand and official seal this 8th day of October, 2001 1999.

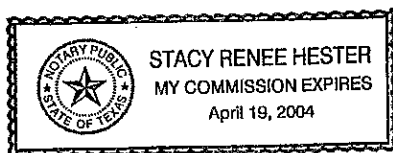


Kellie D. Sera
Printed Name Kellie D. Sera
NOTARY PUBLIC in and for the
State of Washington, residing at
Seattle, Washington
My commission expires 09/07/02

STATE OF TEXAS)
) ss.
COUNTY OF San Jacinto)

On this day personally appeared before me LARRY C. Washburn, to me known to be the GENERAL PARTNER of Huffman Hollow, Ltd., a Texas _____, the _____ that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said _____ for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute said instrument.

GIVEN under my hand and official seal this 7 day of September, 2001 1999.



Stacy Renee Hester
Printed Name Stacy Renee Hester
NOTARY PUBLIC in and for the
State of Texas, residing at
Shepherd, Texas
My commission expires 4/19/04

EXHIBIT A

This is Exhibit A to that certain Easement and Right-of-Entry Agreement ("Agreement") made by and between NORTHLAND CABLE PROPERTIES, INC., a Washington corporation ("Company"), and HUFFMAN HOLLOW, LTD. ("Owner"), effective as of August 1, 2001.

Legal Description

The Property Legal Description in (Two Parts) is as follows:

MAP OF SURVEY OF

1. 8.9919 Ac. Of land, being all of that certain called 9.0 Ac. Tract described in Film Code No. 528-99-1781 of the Official Public Records of Real Property of Harris Co. (Harris Co. Clerk's File No. U063097) out of the John Merry Survey A-49 in Harris Co., Texas. D
2. 0.7984 acre (34,776 sq.ft.) of land, being all of that certain called 0.7984 Ac. Tract described in Film Code No. 534-02-3315 of the Official Public Records of Real Property of Harris Co. (Harris Co. Clerk's File No. U561098), out of the John Merry Survey A-49 in Harris Co., Texas.

3.

EXHIBIT B

This is Exhibit B to that certain Easement and Right-of-Entry Agreement ("Agreement") made by and between NORTHLAND CABLE PROPERTIES, INC., a Washington corporation ("Company"), and HUFFMAN HOLLOW, LTD. ("Owner"), effective as of August 1, 2001.

Multiple Dwelling Unit(s)

<u>Name of MDU(s)</u>	<u>Address of MDU(s)</u>	<u>Number of Individual Units in MDU(s)</u>
Huffman Hollow Apts.	25000 FM 2100 Huffman, TX. 77336	76 Units

FILE FOR RECORD
8:00 AM

OCT 24 2001

Brenda L. Kaufman
County Clerk, Harris County, Texas

Ret:
Northland Communications Corp.
1261 Third Avenue, suite 3600
Seattle, Washington 98101

RECORDERS MEMORANDUM
ALL BLACKOUTS, ADDITIONS AND CHANGES
WERE PRESENT AT THE TIME THE INSTRUMENT
WAS FILED AND RECORDED.

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL
PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW
THE STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time
stamped hereon by me; and was duly RECORDED. In the Official Public Records of Real Property of Harris
County, Texas on

OCT 24 2001



Brenda L. Kaufman
COUNTY CLERK
HARRIS COUNTY, TEXAS