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2001-01-16 09:18:55  
Cook County Recorder 37.50



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After Recording  
MAIL TO:



Kim Pape  
OnePoint Communications  
Two Conway Park  
150 Field Drive, # 300  
Lake Forest, IL 60045

*9-jw*

Property of Cook County Clerk's Office

# AGREEMENT

**Legal Description:**

Lots 26 and 27 in Newberry's Subdivision of Block 7 in State Bank of Illinois Subdivision of the Northeast 1/4 of the Northwest 1/4 of Section 4, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

and

The North 63.37 feet of Lot 2 (except those parts taken for street and alley) in Assessor's Division of part of Lot 1 in Butterfield's Addition to Chicago in the West 1/2 of the Northwest 1/4 of the Southeast 1/4 of the Northwest 1/4 of Section 4, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

**Property Address:** 1333 North Cleveland, Chicago, IL 60610

**P.I.N.** 17-04-123-003  
17-40-123-004  
17-04-123-005  
17-04-123-006

37.50

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## TELECOMMUNICATIONS SERVICES AGREEMENT

THIS TELECOMMUNICATIONS SERVICES AGREEMENT (the "Agreement") is made this 14 day of March, 2000, by and between OnePoint Communications-Illinois, LLC ("OnePoint"), and Evergreen Tower Apartments, 1333 North Cleveland, Chicago, IL 60610 ("Property Owner").

WHEREAS, the parties desire that Property Owner's multiple dwelling unit complexes that are specifically described on completed and executed forms (based on the form in Exhibit E) shall be subject to this Agreement; each such complex (and the real property on which the complex is located) shall be referred to herein as a "Property";

WHEREAS, Property Owner desires that OnePoint provide Telecommunications Services for the benefit of the residents of the Property, and OnePoint desires to provide the Telecommunication Services to the Property pursuant to this Agreement;

NOW, (HEREFORE, in consideration of the mutual promises set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, OnePoint and Property Owner agree as follows:

### Article 1. Definitions.

1.1 "Equipment" shall mean all on-site equipment that is located on and through the Property as deemed necessary by OnePoint to provide the Telecommunications Services pursuant to this Agreement (including, without limitation, equipment inside the residential unit and/or at the designated network interface unit). The Equipment shall be installed at a location proposed by OnePoint and agreed to by the Property Owner, such agreement not to be unreasonably delayed or withheld.

1.2 "License" shall mean the rights granted to OnePoint in Article 2.1 of this Agreement and Section 1.1 of Exhibit A below.

1.3 "Telecommunications Services" shall mean the transmission and/or receipt of telecommunications services (including but not limited to local, long distance and data services) and any and all services and features ancillary thereto that relate to voice and data transmission, including, without limitation, the services specified in Exhibit B attached hereto.

### Article 2. Grant of License to OnePoint.

Property Owner hereby grants to OnePoint the following irrevocable licenses: (i) the sole and exclusive right to market Telecommunications Services to residents and prospective residents of the Property, including any and all activities incidental thereto, (ii) the right to provide Telecommunications Services to residents of the Property, (iii) the sole and exclusive right to install, own, operate, control, replace, modify and maintain the Equipment; and (iv) the sole and exclusive right of entry to use all necessary and/or desirable portions of the Property to exercise the rights set forth in this Article 2(i), (ii) and (iii). The foregoing grant of licenses shall be inclusive of any and all activities incidental thereto.

### Article 3. Term.

3.1 For purposes of this Agreement as a master agreement to which the parties may, from time-to-time, make applicable to certain of Property Owner's properties, this Agreement shall remain in full force and effect for five (5) years from the execution date of this Agreement, and shall automatically renew for successive extension periods of five (5) years each unless either party gives notice of its intent to terminate this Agreement at least ninety (90) days before the end of the initial term or any extension term, as applicable.

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3.2 For purposes of this Agreement as applicable to a particular Property, this Agreement shall remain in full force and effect for five (5) years from the Acceptance Date for that Property, and shall automatically renew for that Property for successive extension periods of three (3) years each unless either party gives notice of its intent to terminate this Agreement at least ninety (90) days before the end of the initial term or any extension term, as applicable.

## Article 4. Obligations of OnePoint.

4.1 Services and Rates. From and after the Acceptance Date during the term of this Agreement, OnePoint agrees to provide to each resident ("Customer") of the Property requesting the Telecommunications Services access to the Telecommunications Services, on a nondiscriminatory basis. OnePoint's obligation to provide the Telecommunications Services to each resident shall be conditioned on each Customer paying service charges and meeting other reasonable requirements as established by OnePoint from time-to-time. Customers will be charged and billed individually by OnePoint for the Telecommunications Services they receive at rates established by OnePoint. OnePoint shall be entitled to all amounts collected or arising from the provision of the Telecommunications Services.

4.2 Fees to Property Owner. From and after the Acceptance Date during the term of this Agreement, OnePoint shall remit to Property Owner the fees set forth on Exhibit C attached hereto, pursuant to the terms provided therein.

## Article 5. Standard Terms.

The Standard Terms set forth in Exhibit A hereto are incorporated herein for each Property for which a completed document based on the form in Exhibit E is executed by the parties. A default under this Agreement for one Property shall not be deemed a default for any other Property hereunder (and Property Owner shall not have cross-default and/or cross-termination rights of any kind). The following order shall be the order of priority in the event of a conflict between these articles and any attachments hereto: these articles; Exhibit A; all other attachments.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first set forth above.

**ONEPOINT:** ONEPOINT COMMUNICATIONS-ILLINOIS, LLC, a Illinois limited liability company

By: (signature): Laurel A. Dent

Name: (print): Laurel A. Dent

Title: Exec. VP

**PROPERTY OWNER:** William Moorehead & Associates, which is organized in the State of Illinois

As agent for Evergreen Tower Apartments, 1333 North Cleveland, Chicago, IL 60610

By: (signature): William Moorehead

Name: (print): William Moorehead

Title: AGENT

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## Exhibit E

### Form Property Information Attachment

This Property Information Attachment is executed this 14 day of March, 2000, by and between OnePoint Communications-Illinois, LLC and William Moorehead & Associates as agent for Evergreen Tower Apartments, 1333 North Cleveland, Chicago, IL 60610, and is attached to the Telecommunications Services Agreement dated 3/14, 2000 by and between the same entities (the "Agreement") for the purpose of making the property defined below a part of the Agreement.

#### I. Property Information

- A. Property Name: Evergreen Tower Apartments
- B. Property Address: 1333 North Cleveland  
Chicago, IL 60610  
County of Cook  
Phone: (312) 787-7910
- C. Ownership Entity: Evergreen Tower Apartments
- D. Property Manager: Ms. Bette Grady
- E. Regional Manager: Lola Hillman
- F. Classification: Rental
- G. Units: 100
- H. Backline #: None
- I. Market: NA
- J. Occupancy %: 100%
- K. LEC: Ameritech

#### II. Accounts Payable Information:

- A. Owner Payment Sent to:

Evergreen Tower Apartments  
1333 North Cleveland  
Chicago, IL 60610  
Attn.: Bette Grady  
Percent Allocations: See Exhibit C  
Check should be made out to: Evergreen Tower Apartments

Are multiple check disbursements required? If yes, list other addresses:

NA

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\_\_\_\_\_  
\_\_\_\_\_  
Percent Allocations: \_\_\_\_\_  
Check should be made out to: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
*MLA*  
\_\_\_\_\_  
Percent Allocations: \_\_\_\_\_  
Check should be made out to: \_\_\_\_\_

D. Give name and address for where Leasing Agent payments should be sent:

\_\_\_\_\_  
\_\_\_\_\_  
*MLA*  
\_\_\_\_\_  
Check should be made out to: \_\_\_\_\_

**ONEPOINT:** ONEPOINT COMMUNICATIONS-ILLINOIS, LLC

By: (signature): *Laurel Dent*

Name: (print): Laurel Dent

Title: *EXEC. VP*  
~~VP~~ President Sales and Marketing

**PROPERTY OWNER:** Evergreen Tower Apartments, located at 1333 North Cleveland, Chicago, IL 60610

By: (signature): *William Moorehead*

Name: (print): *William Moorehead*

Title: *AGENT*

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## TELECOMMUNICATIONS SERVICES AGREEMENT

THIS TELECOMMUNICATIONS SERVICES AGREEMENT (the "Agreement") is made this 3/18 day of December, 1999, by and between OnePoint Communications--Illinois, LLC ("OnePoint"), and The Sovereign Apartments Limited Partnership, ("Property Owner").

WHEREAS, the parties desire that Property Owner's multiple dwelling unit complexes that are specifically described on completed and executed forms (based on the form in Exhibit E) shall be subject to this Agreement; each such complex (and the real property on which the complex is located) shall be referred to herein as a "Property";

WHEREAS, Property Owner desires that OnePoint provide Telecommunications Services for the benefit of the residents of the Property, and OnePoint desires to provide the Telecommunication Services to the Property pursuant to this Agreement;

NOW, THEREFORE, in consideration of the mutual promises set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, OnePoint and Property Owner agree as follows:

### Article 1. Definitions.

1.1 "Equipment" shall mean all on-site equipment that is located on and through the Property as deemed necessary by OnePoint to provide the Telecommunications Services pursuant to this Agreement (including, without limitation, equipment inside the residential unit and/or at the designated network interface unit). The Equipment shall be installed at a location proposed by OnePoint and agreed to by the Property Owner, such agreement not to be unreasonably delayed or withheld.

1.2 "License" shall mean the rights granted to OnePoint in Article 2.1 of this Agreement and Section 1.1 of Exhibit A below.

1.3 "Telecommunications Services" shall mean the transmission and/or receipt of telecommunications services (including but not limited to local, long distance and data services) and any and all services and features ancillary thereto that relate to voice and data transmission, including, without limitation, the services specified in Exhibit B attached hereto.

### Article 2. Grant of License to OnePoint.

Property Owner hereby grants to OnePoint the following irrevocable licenses: (i) the sole and exclusive right to market Telecommunications Services to residents and prospective residents of the Property, including any and all activities incidental thereto, (ii) the right to provide Telecommunications Services to residents of the Property, (iii) the sole and exclusive right to install, own, operate, control, replace, modify and maintain the Equipment; and (iv) the sole and exclusive right of entry to use all necessary and/or desirable portions of the Property to exercise the rights set forth in this Article 2(i), (ii) and (iii). The foregoing grant of licenses shall be inclusive of any and all activities incidental thereto.

### Article 3. Term.

3.1 For purposes of this Agreement as applicable to a particular Property, this Agreement shall remain in full force and effect for <sup>one (1)</sup> ~~five (5)~~ years from the Acceptance Date for that Property, and shall automatically renew for that Property for successive extension periods of ~~three (3)~~ <sup>one (1)</sup> years each unless either party gives notice of its intent to terminate this Agreement at least sixty (60) days before the end of the initial term or any extension term, as applicable.

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## Article 4. Obligations of OnePoint.

4.1 Services and Rates. From and after the Acceptance Date during the term of this Agreement, OnePoint agrees to provide to each resident ("Customer") of the Property requesting the Telecommunications Services access to the Telecommunications Services, on a nondiscriminatory basis. OnePoint's obligation to provide the Telecommunications Services to each resident shall be conditioned on each Customer paying service charges and meeting other reasonable requirements as established by OnePoint from time-to-time. Customers will be charged and billed individually by OnePoint for the Telecommunications Services they receive at rates established by OnePoint. OnePoint shall be entitled to all amounts collected or arising from the provision of the Telecommunications Services.

4.2 Fees to Property Owner. From and after the Acceptance Date during the term of this Agreement, OnePoint shall remit to Property Owner the fees set forth on Exhibit C attached hereto, pursuant to the terms provided therein.

## Article 5. Standard Terms.

The Standard Terms set forth in Exhibit A hereto are incorporated herein for each Property for which a completed document based on the form in Exhibit E is executed by the parties. A default under this Agreement for one Property shall not be deemed a default for any other Property hereunder (and Property Owner shall not have cross-default and/or cross-termination rights of any kind). The following order shall be the order of priority in the event of a conflict between these articles and any attachments hereto: these articles; Exhibit A; all other attachments.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first set forth above. *and attached Rider*

**ONEPOINT:** ONEPOINT COMMUNICATIONS-ILLINOIS, LLC, a Illinois limited liability company

By: (signature): WJ Wallace

Name: (print) WILLIAM F. WALLACE

Title: PRESIDENT

**PROPERTY OWNER:** SOVEREIGN APTS LTD PARTNERSHIP, a \_\_\_\_\_ which  
(name of company) (type of company)  
is organized in the State of \_\_\_\_\_  
(state)

By: (signature): [Signature]

Name: (print): JANICE GREENBERG

Title: President

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Exhibit E

## Form Property Information Attachment

This Property Information Attachment is executed this 3 (day of December) 1999, by and between OnePoint Communications-Illinois, LLC and The Sovereign Apartments Limited Partnership, and is attached to the Telecommunications Services Agreement dated 12/3/99, 1999 by and between the same entities (the "Agreement") for the purpose of making the property defined below a part of the Agreement.

### I. Property Information

A. Property Name: The Sovereign Apartments Limited Partnership

B. Property Address:

Chicago, IL 60660  
1040 West Granville  
County of Cook  
Phone: 773-274-8000  
Facsimile: 773/274-1321

C. Ownership Entity: IRMCO

D. Property Manager: Michael Rasco

E. Regional Manager: Janice Greenberg

F. Classification: B

G. Units: 274

H. Backline #: N/A

I. Market: Chicago

J. Occupancy %: —

K. LEC: Amicotech

### II. Accounts Payable Information:

A. Owner Payment Sent to:

The Sovereign Apartments Limited Partnership  
~~C/O IRMCO Properties & Management Corporation~~  
~~2300 Lincoln Park West~~ 1040 West Granville  
Chicago, IL 60660

Percent Allocations: \_\_\_\_\_

Check should be made out to: Sovereign Apartments Limited Partnership

Are multiple check disbursements required? If yes, list other addresses:

\_\_\_\_\_  
N/A  
\_\_\_\_\_



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Percent Allocations: \_\_\_\_\_  
Check should be made out to: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Percent Allocations: \_\_\_\_\_  
Check should be made out to: \_\_\_\_\_

D. Give name and address for where Leasing Agent payments should be sent:

N/A  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Check should be made out to: \_\_\_\_\_

**ONEPOINT:** ONEPOINT COMMUNICATIONS-ILLINOIS, LLC

By: (signature): W. Wallace

Name: (print) WILLIAM F. WALLACE  
PRESIDENT

Title: \_\_\_\_\_

**PROPERTY OWNER:** SOVEREIGN APTS (LP) PARTNERSHIP, a [ ]

By: (signature): \_\_\_\_\_

Name: (print) Janice Greenberg

Title: President