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Please return to:  
Carolyn Myers  
Jones Intercable, Inc.  
P. O. Box 3309  
Englewood, CO 80155-3309

CABLE TELEVISION INSTALLATION AND WIRING AGREEMENT

DEPT-01 RECORDING \$35.50  
T#0012 TRAN 8887 12/14/94 09:55:00  
#0164 SK \*-04-043821

Agreement dated 10-26, 1994, between DNC, AN ILL. CORPORATION ("Owner") and CABLE TV FUND 12-A, LTD., a Colorado limited partnership ("Operator"). In consideration of the mutual promises and conditions hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Development. Owner represents and warrants that it is the sole owner of certain real property located in Cook County, State of Illinois, known as SHENANDOAH RIDGE, having an address of \_\_\_\_\_ (the "Development"), the legal description of which is attached as Exhibit A. Owner plans to and shall construct in the Development a minimum of 28 dwelling units (the "Units") by not later than \_\_\_\_\_, 19\_\_\_\_.

2. Cable System. Operator operates a cable television system in Orland Park, Illinois pursuant to a Franchise dated August 27, 1979, (the "Franchise"). Operator will design, install and maintain all equipment including, without limitation, all wiring, cable, connectors, pedestals, earth stations, amplifiers, conduits and other facilities, and all replacements, extensions, upgrades or additions to the facilities (the "System"), reasonably required to furnish cable television service to the Development. The System shall at all times remain the property of Operator. Routine service and maintenance of the System will be provided by Operator at Operator's expense.

Operator shall be responsible for and shall determine the placement, arrangement and positioning of the System and the construction schedule therefor, as well as for any future installations, subject to the approval of Owner, such approval not to be unreasonably withheld. Owner shall give Operator at least 30 days notice of either: (i) when and how many feet of utility trenches will be excavated, open and available at any time in the Development, so that Operator may, at its option, install its System in the common utility trenches; or (ii) when the Development will be ready and available for Operator to excavate, open and install its System in its own trenches.

3. Delivery of Cable TV Service. Operator shall provide service as agreed by Operator and any Unit owner or occupant. Service shall be provided pursuant to separate agreements between Operator and the Unit owners or occupants,

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which agreements will govern the contractual relations between those parties for the service contemplated thereby. Provided, however, that Operator shall have the right to conduct telephone, mail and door-to-door marketing of its service to the Units.

4. Easement: Access. Owner hereby grants and conveys to Operator an unrestricted easement in, on, over, under and through the Development and the real property on which the Development is situated for the purposes of construction, installation, maintenance, operation, repair, replacement, upgrading, expansion and removal of the System, together with the rights of ingress and egress thereto. Owner shall provide, and shall cause others to provide, access to the Development so that Operator may install the System, market cable services in the Development, or maintain, expand, upgrade or remove the System at such times as Operator shall determine. Operator shall also have the right to keep the System free from all trees, bushes, structures and other obstructions that may endanger or hamper operation of the System. Owner and Operator agree that this Agreement is to be a covenant running with the land. Owner agrees that it shall not dedicate any utility easements within the Development to any state or local governmental authority or to public use until Operator has installed cable for the System in all of the Development, and any trenches for utilities or cable television therein have been closed.

5. Exclusivity. Owner agrees that it shall not install, cause to be installed or allow to be installed any other cable or pay television service to the Development during the term of this Agreement. Owner agrees that Operator has an exclusive right to provide cable and pay television and similar services to the Development and that Owner will not grant, or allow others to grant, any easement, right-of-way or license or other right of access for the purpose of delivering cable television, pay television or any television services other than off air broadcast signals.

6. Damage to Development or Equipment. Any damages to the Development caused by Operator, its agents or employees, will be promptly repaired by Operator at its expense. Any damages to the System caused by Owner, its agents or employees, will be promptly repaired by Operator, or to the reasonable satisfaction of Operator if repaired by Owner, at Owner's expense. Owner will take reasonable precautions to notify its agents and employees and the occupants of the Units of the location of the System.

7. Indemnification. Owner shall hold harmless and indemnify Operator from and against any and all damage or claims for damage that may be asserted by reason of the

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ownership, use or occupancy of the Development by Owner, its agents or employees, except loss or damage arising from any negligent act or omission of Operator, its agents or employees. Operator shall hold harmless and indemnify Owner from and against any and all damage or claims for damage asserted against Owner by reason of Operator's construction and maintenance of the cable system, except loss or damage arising from any negligent act or omission of Owner, its agents or employees.

8. Interference. Owner agrees not to install or to permit the installation of any other antenna, transducer, or signal amplification system for use in connection with television or radio equipment which might interfere with the services provided by Operator hereunder, without the express written consent of Operator.

9. Term. The initial term of this Agreement shall commence on the date hereof and shall end at the expiration of the current Franchise term. This Agreement shall automatically renew for successive Franchise terms, beginning on the expiration date of the initial term of this Agreement and ending on the expiration of the renewed Franchise, unless earlier terminated as provided in Section 10 of this Agreement.

10. Termination

(a) By Default. This Agreement may be terminated by either party if the other party violates any provision of this Agreement, or if such other party fails or is unable or unwilling to fulfill its duties or other obligations hereunder; provided, however, that the defaulting party shall be given notice of the default, and shall have thirty (30) days from receipt of such notice in which to cure or commence to cure the default. If cure is not commenced, or is not proceeding diligently toward completion at the end of such thirty (30) day period, this Agreement shall terminate on the date stated in the notice.

(b) By Loss of Franchise. If Operator's Franchise, or any renewal thereof, is forfeited, surrendered, terminated or otherwise ceases to be effective and binding upon Operator, this Agreement shall terminate as of the date of the termination of the Franchise or Franchise renewal.

(c) Impracticality. If Operator determines in its sole discretion that it is technically or economically impractical for it to continue to provide cable television

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service to the Development as provided in this Agreement, Operator may terminate this Agreement upon sixty (60) days prior written notice to Owner.

11. Removal of System. Upon termination of this Agreement, Operator shall have the option, but not the obligation, of removing, at its expense, any and all of the System. In connection with such removal, Owner shall provide and shall cause others to provide Operator with reasonable access to the Development. If Operator chooses not to remove any of the System, Operator may, in addition to any other remedies it may have, obtain an injunction against unauthorized use of such System by Owner or any other entity.

12. Sale of System. If Operator sells, assigns, transfers or otherwise conveys its cable television system in Orland Park, Illinois, Operator may terminate this Agreement upon sixty (60) days prior written notice to Owner of the sale. Operator will endeavor to induce a purchaser of the system to accept an assignment of this Agreement and to continue the cable TV service provided hereunder.

13. Notice. Any notices pursuant to this Agreement shall be validly given or served if in writing and delivered personally or sent by certified mail, return receipt requested, postage prepaid, to the following address(es):

(a) If to Operator: Jones Intercable, Inc.  
4731 W. Lincoln Hwy.  
Matteson, Illinois 60443  
Attn: System Manager

With a Copy To: Jones Intercable, Inc.  
9697 East Mineral Avenue  
Englewood, CO 80112  
Attn: Legal Department

(b) If to Owner: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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Either party may designate a different place or places of notice by delivering written notice thereof to the other party in accordance with this Section.

## 14. Miscellaneous Provisions.

(a) Force Majeure. Operator will not be liable for any failure to perform hereunder arising from causes beyond its control.

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(b) Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

(c) Headings. The headings of paragraphs in this Agreement are for convenience only. They form no part of the Agreement and are in no way to affect the interpretation of the Agreement.

(d) Waiver. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach or violation thereof.

(e) Entire Agreement. This Agreement constitutes the entire agreement of the parties relating to the subject matter hereof and may not be amended or modified except in writing signed by the parties hereto.

(f) Assignability. Owner cannot assign or otherwise transfer this Agreement to any third party without the prior written approval of Operator, which approval will not be unreasonably withheld. Subject to the provisions hereof, this Agreement shall be binding upon and inure to the benefit of the respective parties hereto, their heirs, personal representatives, successors and assigns.

(g) Severability. If any one or more of the provisions of this Agreement are found to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions of this Agreement will not be affected or impaired in any way.

(h) Recording. Either party may record this Agreement in the real property records for the county in which the Development is located.

(i) Signatory Authority. When applicable, if the signatory party hereto for Owner is anyone or an entity other than the true Owner of the Development, said undersigned signatory party, as an agent for the true Owner, hereby represents and warrants to Operator that it has been granted full authority by the true Owner to enter into this Agreement and to bind the true Owner to perform the conditions and obligations contained herein.

(j) Related Documents. The parties agree to take whatever other action and to execute whatever other documents might be required or necessary to fulfill the terms and conditions of this Agreement.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

OWNER:

X *Thomas K. Larney*  
KINGSPORT, INC., Thomas K. Larney President

By: \_\_\_\_\_

OPERATOR:

CABLE TV FUND 12-A, LTD.,  
a Colorado limited partnership

By Jones Intercable, Incorporated  
a Colorado corporation,  
as General Partner

By: *Drew R. Sheckler*

Drew R. Sheckler  
Fund Vice President

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STATE OF ILLINOIS )  
COUNTY OF Cook ) ss.

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of October, 1994, by Thomas Killarney, President of Kingsport, Inc., an Illinois corporation, on behalf of the corporation.

WITNESS my hand and official seal.



Janet E. Cochran  
Notary Public Janet E. Cochran

My Commission expires.

12-4-97

STATE OF COLORADO )  
COUNTY OF ARAPAHOE ) ss.

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of November, 1994, by Drew R. Sheekler, Fund Vice President of Jones Intercable, Inc., a Colorado corporation, on behalf of the corporation.

WITNESS my hand and official seal.

Carolyn Myers  
Notary Public Carolyn Myers

My Commission expires:

10-27-96

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## LEGAL DESCRIPTION

SHENANDOAH - 28 UNITS

PHASE 2 OF

THE WEST 1/2 OF THE SOUTHWEST 1/4 SECTION 17, TOWNSHIP 36 NORTH,  
RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFROM  
THE FOLLOWING:

THE NORTH 659.00 FEET THEREOF; THE SOUTH 1139.12 FEET THEREOF; THE  
NORTH 263.00 FEET OF THE SOUTH 1402.12 FEET OF THE WEST 420.00 FEET  
THEREOF; THE NORTH 326.00 FEET OF THE SOUTH 1465.12 FEET OF THE EAST  
250.00 FEET OF THE WEST 670.00 FEET THEREOF, ALL IN COOK COUNTY,  
ILLINOIS.

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2717-300-017-0000

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