Prepared by and Return To:
Nancy L. Mann
Jones Intercable, Inc.
P. O. Box 3309
Englewood, CO 80155-3309

CABLE TELEVISION INSTALLATION AGREEMENT 94-809070

Agreement dated June 14, 1994, 1994 between CLEARVIEW CONSTRUCTION CORPORATION ("Owner"), and CABLE TV FUND 12-A, LTD., aa 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 are hereby acknowledged, the parties agree as follows:

1. Development. Owner owns Eagle Ridge Estates II, a subdivision consisting of 570 units including any additional units which are built in the future ("Premises"), the legal description of which is attached as Exhibit A.

2. Cable System. Operator operates a cable television system in Orland Park, Illinois, pursuant to a Franchise dated August 27, 1979 ("Franchise"). Operator at Operator's sole expense 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 ("System"), reasonably required to furnish cable television service to the Premises. Operator agrees that, prior to Owner completing final grading, the feeder cable comprising a part of the System shall be installed at a minimum depth of twenty-four (24) inches and that the service drops shall be placed at a minimum depth of six (6) inches. Any completed landscaped areas shall be fed by directional boring. 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.

3. 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, which agreements will govern the contractual relations between those parties for the service contemplated thereby. Operator shall have the right to conduct door-to-door marketing of its service to the units.

4. Easement; Access. Owner hereby grants and conveys to Operator an easement in, on, over, under, across and through that portion of the Premises and the real property on which the Premises are situated as described below ("Easement Area") 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. "Easement Area" shall be defined as follows: those areas designated on the Plat of Subdivision for the Premises to be used for utilities and/or cable television and

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those additional areas where the System is actually installed, provided Operator obtains Owner's prior written consent as described below. It is the intent of the parties that the System shall be constructed and installed in the locations which follow the same routes as other utilities whenever possible. Operator shall not construct or install the System unless and until Operator obtains prior written consent of Owner to the placement and location of the System. Operator shall provide Owner with its construction plans showing the proposed placement and location for the System at least fourteen (14) days prior to the initial construction of the System. Owner shall promptly review that plans and cooperate with Operator in an effort to reach a mutual agreement as to the placement and location of the System. If Owner and Operator cannot agree as to the placement and location of the System within thirty (30) days of Owner's receipt of the construction plans, This Agreement shall terminate upon the expiration of such thirty (30) day period. Upon approval of the System construction plans, by Owner, Owner shall provide, and shall cause others to provide, access to the Premises so that Operator may install the System, market cable services on the Premises, or maintain, expand, upgrade or remove the System at such times as Operator shall determine. The foregoing notwithstanding, Operator shall not be granted access to the Premises for the sole purpose of placing a billboard or placard advertising its cable television service. 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 this provision is a covenant running with the land.

5. Damage to Premises or Equipment. Operator agrees to notify Owner of any damage to the premises caused by Operator, its agents or employees. Any damage to the Premises caused by Operator, its agents or employees, will be promptly repaired by Owner at Operator's expense. Owner agrees to notify Operator in advance of the date and time any repair work will commence so that an agent or employee of Operator may be present during any such repair work. Owner agrees to notify Operator of any damage to the System caused by Owner, its agents or employees. Any damages to the System caused by Owner, its agents or employees, will be promptly repaired by Operator at Owner's expense. Operator agrees to notify Owner in advance of the date and time of construction, repair, replacement, upgrading, expansion and removal of the System, so that an agent or employee of Owner may be present during any such work. Owner will take responsible precautions to notify its agents and employees and the occupants of the units of the location of the System.

6. Indemnification. Owner shall hold harmless and indemnify Operator from and against any and all damage or claims for damage, including attorney's fees, that may be

asserted against Operator by reason of the ownership, use or occupancy of the Premises by owner, its agents or employees, except loss or damage arising from any negligent act or omission of Operator, its agents, employees or "Subcontractors" (as defined below). Operator shall hold harmless and indemnify Owner from and against any and all damage or claims for damage (including, but not limited to, damage due to landscaping, sprinkler systems or any underground or aboveground structures and/or attorney's fees) asserted against Owner by reason of Operator's (or Operator's employees agents, or Subcontractors) installation, repair,, maintenance or removal of the System, except loss or damage arising from any negligent act or omission of Owner, its agents or employees. Construction, installation, repair or maintenance work to or on the System may be performed by a third party or parties ("Subcontractor(s)") pursuant to the terms of a separate agreement between any such Subcontractor and Operator. Any such agreement will govern the contractual relationship between Operator and Subcontractor.

7. Term. The initial term of this Agreement shall commence on the date hereof and shall end at the expiration of the current Franchise term (August 27, 1994). 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 8 of this Agreement.

8. 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, in addition to terminating this Agreement, the non-defaulting party may pursue all remedies available to it, at law or in equity, and the prevailing party may recover its attorney's fees and costs.

(b) By Loss of Franchise. If Operator's Franchise, or 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.

9. Removal of System. Upon termination of this Agreement, Operator shall have the right, for a period of one hundred twenty (120) days, to remove all or any portion of the System located above the ground, except for the wiring within the individual subdivision units. Operator shall not remove any portion of the System located underground. Operator shall have the right, however, when this Agreement terminates, to render that portion of the System located underground unusable within the same time frame, provided Operator does not dig or unearth any portion of the Premises to accomplish same. In connection with any such removal, Owner shall use its best efforts to provide, and shall use its best efforts to cause others to provide, Operator with reasonable access to the Premises. Any portion of the System not removed by the Operator from the Premises within the stated time frame will be deemed abandoned and the property of Owner, and Operator shall have no further liability or responsibility therefor. Operator shall be responsible for any and all damage caused to the Premises with respect to any such removal.

10. 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.
9520 West 144th Place
Orland Park, Illinois 60462
Attn: System Manager

With a Copy To: Jones Intercable, Inc.
9697 East Mineral Avenue
Post Office Box 3309
Englewood, Colorado 80155-3309

(b) If to Owner: Clearview Construction, Corp.
10629 Lynn Drive
Orland Park, Illinois 60462
Attn: Pete Voss, Sr.

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.

11. Miscellaneous Provisions.

(a) Force Majeure. Neither Operator nor Owner will be liable for any failure to perform hereunder arising from causes beyond its respective control.

(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 the Agreement are for convenience only. They form no part of the Agreement and are in no way to affect the interpretation of this 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 supersedes and replaces all prior agreements between them in this regard, whether written or verbal. This Agreement may not be amended or modified except in writing signed by the parties hereto.

(f) Assignability. This agreement is binding upon the parties hereto and will inure to the benefit of their respective legal representatives, successors and assigns and all subsequent owners of the Premises.

(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 Premises are located.

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

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

OWNER: CLEARVIEW CONSTRUCTION CORP.
an Illinois corporation

By _____
CLEARVIEW CONSTRUCTION CORP.
Peter Voss, President

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

By: Jones Intercable, Inc.,
a Colorado corporation
as General Partner

By: _____
Drew R. Sheckler
Fund Vice-President

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 14th day of June, 1994, by Peter Voss, President of Clearview Construction Corporation, an Illinois corporation, on behalf of the corporation.

WITNESS my hand and official seal.

" OFFICIAL SEAL "
MARILYN ICIEK
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 1/24/96

Notary Public Marilyn Iciek

My Commission expires:

January 24, 1996

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 9th day of September, 1994, by Drew R. Sheckler, Fund Vice President of Jones Intercable, Inc., a Colorado corporation, on behalf of the corporation.

WITNESS my hand and official seal.

Notary Public Carolyn Myers

My Commission expires:

10/27/96

EXHIBIT A

Legal Description

(Including Tax PIN Number(s))

The Northwest 1/4 (except the east 50 feet) of Section 32, Township 36 North, Range 12, east of the Third Principal Meridian, in Cook County, Illinois.

PIN No. 27-32-100-001-0000

DEPT-11 $35.50
T#0013 TRAN 8856 09/15/94 16:18:00
#4195 # A# *-94-809070
COOK COUNTY RECORDER