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PLEASE RETURN TO:
CAROLYN MYERS
SONES INTERCABLE, INC.
P. O. BOX 3309
ENGLEWOOD, CO 80155-3309

DEPT-01 RECORDING \$39.50
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COOK COUNTY RECORDER



CABLE TELEVISION INSTALLATION AND SERVICE
SUBSCRIPTION AGREEMENT

Agreement dated Aug. 20, 1995, between LaGRANGE DEVELOPMENT COMPANY, an Illinois corporation (for convenience, "Owner") and CABLE TV FUND 15-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 to the following.

1. Premises. Owner owns, or controls the common areas of, as applicable, a condominium consisting of 40 dwelling units, including any additional units which might be built in the future, commonly known as LaGrange Plaza Condominium, having an address of 142 Ashland Ave., LaGrange, Illinois ("Premises"), the legal description of which is attached as Exhibit A.

2. Cable System. Operator operates a cable television system in LaGrange, Illinois, pursuant to a franchise ("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 ("System"), reasonably required to furnish cable television service to the Premises. Operator shall perform all work hereunder in a good and workmanlike manner and in compliance with all applicable federal, state and local laws, ordinances and regulations and to the standards of the Cable Industry. The System shall at all times be and remain the property of Operator, and shall not be considered a fixture or appurtenance to the Premises. Service and maintenance of the System will be provided by Operator at Operator's expense.

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3. Cable TV Service.

(a) Bulk Service. The System, when installed and connected with other equipment and wiring, will provide the means for the distribution to the Premises, on a bulk basis, of the signals set out on Exhibit B ("Bulk Cable Service"). Bulk Cable Service is subject to change by Operator from time to time. Owner shall not copy, delay, alter or delete Bulk Cable Service programming. Bulk Cable Service may be provided to common areas as may be agreed between the parties so long as Bulk Cable Service includes no premium programming. Owner shall not impose any incremental, pay-per-view or other charges for Bulk Cable Service over and above the monthly subscription rate charged by Operator as set out below. Operator must approve in writing any publicity issued by Owner regarding Bulk Cable Service.

(b) Additional Services. Operator has the right to provide additional signals and services as agreed by Operator and any unit owner or occupant. Such additional signals and services will 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 such additional services. Operator shall have the right to conduct door-to-door marketing of its additional services to the owners or occupants of the units.

(c) LaGrange Plaza Channel. Operator shall provide, at no additional charge, channel space on the System for the sole use of Owner for security monitoring purposes. Owner shall purchase all equipment required for security monitoring and said equipment shall be the property of Owner ("Owner's Equipment"). Operator shall install the modulator and filter required for the LaGrange Plaza Channel and the same shall be considered part of Owner's Equipment. Thereafter, Owner shall maintain and operate Owner's Equipment. The location of the LaGrange Plaza Channel in Operator's channel lineup for the Premises shall be solely determined by Operator and is subject to change at any time and from time to time. Operator reserves the right to eliminate the LaGrange Plaza Channel should any law or regulation affect the channel capacity or channel lineup of the System in the Premises, and Operator shall give Owner such advance notice of same as is allowed or required by such law or regulation. The LaGrange Plaza Channel shall be used solely by Owner for security monitoring purposes only. Owner shall be solely responsible and liable for the use of the LaGrange Plaza Channel, and Owner agrees to abide by all federal, state and local laws, ordinances and regulations in connection with the use of the LaGrange Plaza Channel. It is the intent and explicit agreement of the parties that Operator shall at no time have any liability of any kind

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whatsoever should a power outage or other failure of the System and/or the LaGrange Plaza Channel affect the security of the Premises. Owner agrees to and shall defend, indemnify and hold Operator harmless from and against any and all claims, demands, liabilities, obligations, damages, personal injuries, costs, expenses, suits and/or judgments, including attorneys' fees, expert witness fees and court costs arising out of, relating to, directly or indirectly, or in any way connected with Owner's Equipment, the use of the LaGrange Plaza Channel by Owner, or any failure of the LaGrange Plaza Channel.

4. Installation and Subscription Rates. Owner shall pay Operator an installation fee and unit or outlet subscription rate as set out on Exhibit C. Subscription rates are due and payable monthly, in advance, on the first day of each month. Operator may increase the subscription rate at such time as its cable television service rates are increased in the Franchise area and shall raise such rate in compliance with all applicable federal, state and local laws, ordinances and regulations. Operator shall give at least thirty (30) days notice of any rate increase. Said installation fee and subscription rate and rate increases are to apply to any additional units or outlets which might be added to the Premises in the future, with the installation fee to be equal to Operator's then current charge for such work. In the event Owner fails to pay any of such monthly subscription rates when due, Operator shall be entitled to charge a finance charge of 1.5% interest per month on such overdue amounts. This finance charge is in addition to all other remedies Operator may have for the nonpayment of any monthly subscription rate by Owner, including, without limitation, suspension of Bulk Cable Service. Should Operator suspend Bulk Cable Service due to the nonpayment of any monthly subscription rate by Owner, or for any other reason, Operator shall have the continuing right to market on the Premises and to sell such service to the individual unit occupants pursuant to separate agreements between Operator and such unit occupants, and only those provisions of this Agreement pertaining to Bulk Cable Service shall be terminated. Operator may continue efforts to collect any unpaid monthly subscription rates from Owner after suspension of Bulk Cable Service.

5. Easement: Access. Owner hereby grants and conveys to Operator a nonexclusive easement in, on, over, under and through the Premises, and the real property on which the Premises are 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. The centerline of the easement will be the actual location of the System, and the easement hereby granted shall be five (5) feet on each side of the centerline. Operator shall have the right to keep the System free

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from all trees, bushes, structures and other obstructions that endanger or hamper operation of the System. It is the intent of the parties that Operator's use of the easement granted hereby shall in no way interfere with the use of the Premises by Owner. Owner and Operator agree this provision is a covenant running with the land.

6. Exclusivity. Owner agrees that it shall not enter into any contractual arrangements with any other cable or pay television provider during the term of this Agreement. Owner agrees that Operator has an exclusive right to provide bulk cable service to the Premises and that Owner will not enter into any contractual arrangements with any other pay television provider for the purpose of delivering bulk cable television to the Premises.

7. Damage to Premises or Equipment; Loss of Equipment. Any damages to the Premises caused by Operator, its agents or employees, will be promptly repaired to the reasonable satisfaction of Owner by Operator at Operator's expense. Any damages to the System caused by Owner, its agents or employees, will be promptly repaired by Operator at Owner's expense. Owner will take reasonable precautions to notify its agents and employees of the location of the System when performing any work on the Premises in close proximity to the System.

8. Indemnification. Owner shall indemnify and hold Operator harmless from and against any and all damage or claims for damage that may be asserted 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 or employees. Operator shall indemnify and hold Owner harmless from and against any and all damage or claims for damage asserted against Owner by reason of Operator's construction, installation, operation, maintenance, repair, replacement, upgrade, expansion or removal of the System, except loss or damage arising from any negligent act or omission of Owner, its agents or employees.

9. 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 the receipt of radio or off air broadcast signals which interferes with the services provided by Operator hereunder, without the express written consent of Operator.

10. Liability for Failure of Distribution. In the event of a failure of distribution of Bulk Cable Service, which failure continues for more

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than forty-eight (48) hours through the negligence of Operator, the liability of Operator to Owner will be limited to the prorata share of the unit or outlet subscription rate, paid in advance, attributable to the period of time during which there was no distribution. However, Operator is not liable to Owner for any failures of distribution which are cured within forty-eight (48) hours or which are not caused by the negligence of Operator, or for any failures caused by Bulk Cable Service program suppliers, or by any conditions beyond Operator's reasonable control.

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FIVE (5) Term. The initial term of this Agreement shall be for a period of ~~one (1)~~ years. Thereafter, this Agreement shall automatically renew for successive terms of five (5) years each, unless and until either party gives notice to the other party of its intent not to renew this Agreement at least sixty (60) days prior to the end of the initial or any renewal term.

12. 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 the cure of such default. If cure is not commenced, or is not proceeding diligently toward completion at the end of such thirty (30) day period, 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 any renewal thereof, is forfeited, surrendered, terminated or otherwise expires, this Agreement shall terminate as of the date of such expiration of the Franchise or Franchise renewal.

13. Removal of System. Upon termination of this Agreement, Operator shall have the right, but not the obligation, of removing from the Premises within one hundred twenty (120) days of termination, at Operator's expense, any and/or all of the System. Operator shall remove the System from the Premises in compliance with all applicable federal, state and local laws, ordinances and regulations. Owner shall provide, and shall cause others to provide, Operator with reasonable access to the Premises for this purpose. Operator shall restore the Premises to the reasonable satisfaction of Owner after

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removal of any portion of the System therefrom. Any portion of the System not removed from the Premises by Operator within the stated time frame shall be deemed abandoned and the property of Owner and Operator shall have no further liability or responsibility therefor.

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

(a) If to Operator: Jones Intercable
4331 W. Lincoln Hwy.
Matteson, IL 60443
Attn: General Manager

With a Copy To: Jones Intercable, Inc.
9697 East Mineral Avenue
P.O. Box 3309
Englewood, CO 80155-3309
Attn: Legal Department

(b) If to Owner: LaGrange Development
Company
15210 Centerway Walk
Tinley Park, IL 60477

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.

15. Miscellaneous Provisions.

(a) Force Majeure. Neither party 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 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.

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(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 shall inure to the benefit of their respective heirs, legal 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. Operator may record this Agreement in the real property records for the county in which the Premises are located. It is agreed, however, that Exhibits B and C are not to be recorded with the Agreement.

(i) Signatory Authority. When applicable, if the signatory party hereto for Owner is anyone or an entity other than the true Owner of the Premises, 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. When Owner is a homeowner's association, the parties recognize and understand that such association is comprised of the unit owners who elect individuals to represent them on a board of directors or administration, which board manages and controls the common areas of the Premises. Such a homeowner's association has the right and full authority to enter into this Agreement and to bind said association 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: LaGRANGE DEVELOPMENT COMPANY,
an Illinois corporation

By: Howard S. Rynberk
Howard Rynberk, President

OPERATOR: CABLE TV FUND 15-A, LTD.,
a Colorado limited partnership

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

By: MIKE LOVETT
Vice President OPERATIONS

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STATE OF Illinois)
) ss.
COUNTY OF Cook)

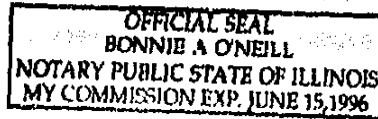
The foregoing instrument was acknowledged before me this 20th
day of Sept, 1995 by HOWARD RYNBERK, as
PRESIDENT of LACRANGE DEVELOPMENT COMPANY.

WITNESS my hand and official seal.

Bonnie A. O'Neill
Notary Public

My Commission expires:

6-15-96



STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 25th
day of SEPTEMBER, 1995, by MIKE LOVETT, as V.P./OPERATIONS of
Jones Intercable, Inc.

WITNESS my hand and official seal.

Nancy L. Mann
Notary Public Nancy L. Mann

My Commission expires:

FEB. 24, 1998

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EXHIBIT A

Legal Description

Parcel 1: Lot 1 in Owners' Resubdivision of Lots 1, 2 and 3 (except the West 0.80 feet of said Lot 3) in Block 25 in LaGrange in the East 1/2 of the North West 1/4 of Section 4, Township 38 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2:

Lots 1, 2 and 3 in Prop's Subdivision of Lots 21, 22 and 23 in Block 25 in LaGrange, being a subdivision of Lots 21, 22 and 23 in Block 25 in LaGrange being a subdivision of the East 1/2 of the South West 1/4 and part of the North West 1/4 of Section 4, Township 38 North, Range 12 East of the Third Principal Meridian, lying South of the Chicago, Burlington and Quincy Railroad, in Cook County, Illinois.

*For LaGrange Plaza Condos
14 S. Ashland
LaGrange, IL*

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