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COOK COUNTY RECORDER

TVMAX Telecommunications
Attn: President
1111 West Mockingbird, Suite 1130
Dallas, Texas 75247

PERMANENT INDEX NUMBER
94-4495524

RIGHT OF ACCESS AGREEMENT

This Right of Access Agreement (the "Access Agreement") is entered into between Diversified Financial Corporation, an Illinois corporation ("Grantor"), and TVMAX Telecommunications, Inc., a wholly-owned subsidiary of OpTel, Inc., a Delaware Corporation ("Grantee"). Grantor and Grantee (collectively, the "Parties") enter into this Access Agreement with reference to the following facts:

A. Grantor is the owner of real property known as Edgewood ("Property") in the City of Lansing, County of Cook, State of Illinois, more particularly described as follows:

Common Address: 3649 173rd Court, Lansing, Illinois 60438

Legal Description: See Exhibit "A"

B. Grantor is willing to grant Grantee an exclusive right of access over the portion of the Property ("Right of Access Area") necessary to install Grantee's telephone system ("System") on the terms and conditions set forth in this Access Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Parties agree as follows:

1. Right of Access. Grantor grants to Grantee an exclusive right of access (the "Right of Access") to provide the Services (as defined in that certain Commercial Right of Entry and Telephone Agreement (the "Telephone Agreement") between Grantor and Grantee of even date herewith) in, to, under, over and across the Right of Access Area for purposes of access, ingress, egress and use in connection with the installation, operation, maintenance and repair of the System, as more particularly described in the Telephone Agreement. Notwithstanding the grant of the Right of Access herein, Grantor retains its other rights of ownership and occupancy of the Right of Access Area, including without limitation, the right to use and occupy the Right of Access Area as may be reasonably necessary in the maintenance and repair of the improvements on those portions of Grantor's Property other than the Right of Access Area.

2. Construction. Grantee shall construct, install, maintain and repair any improvements located or to be located within the Right of Access Area (including all landscaping thereon) (the "Improvements") at Grantee's sole expense and in accordance with all applicable laws and

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[Signature]

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ordinances. Grantee shall repair and restore any damage in, on, to or about the Property caused by or incident to the actions or omissions of Grantee, its agents, employees or contractors with such repairs to be made in such a manner as to restore the Property to the condition in which it existed immediately prior to such damage.

3. Binding Effect. All of the covenants, conditions, restrictions and the Right of Access granted in this Agreement and the Telephone Agreement shall run with, and be binding upon, the Property, and any portion thereof and interest therein, and shall be binding upon and inure to the benefit of, Grantor, Grantee and any person having or acquiring any right, title or interest in the Property or the System (as defined in the Telephone Agreement), and any portion thereof, and interest therein, and of their respective successive owners and assigns for the term of the Telephone Agreement.

4. Miscellaneous. The provisions of this Access Agreement shall be construed in accordance with, and governed by, the laws of the State of California. If a party hereto institutes any action or proceeding to enforce or interpret any provision hereof, the prevailing party in such action or proceeding shall be entitled to recover from the other Party its reasonable attorneys' fees and costs and expenses of litigation. This Access Agreement, and the Telephone Agreement along with the attached exhibits and addenda, constitute the entire agreement between the Parties, and shall supersede all other contemporaneous or prior oral and written agreements between the Parties relating to the subject matter of this Access Agreement. This Access Agreement may only be modified or amended by written agreement executed by the Parties.

5. Effective Date. This Access Agreement shall be deemed effective upon the date of recordation hereof and shall terminate upon termination of the Telephone Agreement.

6. Incorporation by Reference. The terms of the Telephone Agreement, along with its attached exhibits and addenda, are incorporated herein by this reference.

This Access Agreement is dated as of the 15 day of Dec., 1995 for identification purposes only.

Diversified Financial Corporation,
an Illinois corporation

By: Mark A. Bennett

Its: VICE-PRESIDENT

"Grantor"

TVMAX Telecommunications, Inc.,
a Delaware Corporation

By: [Signature]

Its: Vice President

"Grantee"

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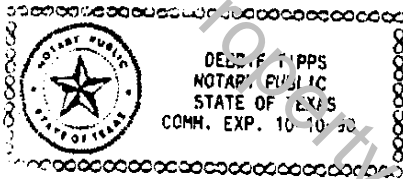
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STATE OF TEXAS)
) ss.
COUNTY OF DALLAS)

On December 15, 1997, before me, Debbie Tippis, personally appeared Garry E. Nichols and Mark L. Brown, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Debbie Tippis
Notary Public in and for said State

STATE OF _____)
) ss.
COUNTY OF _____)

On _____, 19____, before me _____ personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public in and for said State

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EXHIBIT "A"

Edgewood

Property of

PARCEL 1

All of Lots 1, 2, 3, 4, 21 and Lots 24 to 35, both inclusive, together with those parts of Lots 5, 7, 8, 12, 13, 16, 17, 18, 20, 22 and Out Lot "A" in King Arthur Apartments of Lansing, being a subdivision in the East Fractional Half of Section 29, Township 36 North, Range 15 East of the Third Principal Meridian, according to the Plat thereof registered in the Office of the Registrar of Titles on June 2, 1964 as Document Number LR 2153041, in Cook County, Illinois, which lots and parts of lots lie South, West, Northwesterly and Southwesterly of the following described line:

Beginning at a point on the West line of said Lot 8, which point is 306.50 feet North of the North line of Lot 3, in said King Arthur Apartments of Lansing Subdivision, and running thence East along a straight line perpendicular to said West line of Lot 8, a distance of 132.30 feet to a point; thence South 29 degrees, 49 minutes 47 seconds East along a straight line, a distance of 335.0 feet to a point; thence South 60 degrees 10 minutes 13 seconds West along a straight line, a distance of 96.71 feet to a point; thence South along a straight line parallel to the East line of Lot 13 aforesaid, a distance of 129.68 feet to a point on the South line of said Lot 13; thence South 41 degrees 00 minutes 00 seconds East on a line parallel with the Northeasterly line of Lot 10 in said King Arthur Apartments of Lansing Subdivision, a distance of 219.75 feet to a point of its intersection with the Northeasterly prolongation of the Southeasterly line of Lots 25 and 26 in said King Arthur Apartments of Lansing Subdivision, which point is 105.23 feet (measured along said Northeasterly prolongation) Northeasterly from the most Easterly corner of said Lot 25; thence South 49 degrees 00 minutes 00 seconds West on the last described line, a distance of 188.78 feet to a point on the South line of Lot 17 aforesaid; thence South 41 degrees 00 minutes 00 seconds East on a straight line, a distance of 121.65 feet to a point on the North line of Lot 20 aforesaid; thence South along a straight line parallel with the East line of said Lots 19 and 21, a distance of 132.06 feet to its intersection with the Northerly line of the Tri-State Expressway as shown on the plat of said King Arthur Apartments of Lansing Subdivision;

Excepting therefrom those parts of Lots 13, 16, 17 and 18 together with that part of Lot "A", all in King Arthur Apartments of Lansing Subdivision aforesaid, bounded and described as follows:

Beginning at the most Northerly corner of Lot 25 in the aforesaid Subdivision; thence North 49 degrees 00 minutes 00 seconds East on the Southeasterly lines of Lots 29 and 30 and on the Northeasterly prolongation of the Southeasterly line of said Lot 30, a distance of 270.23 feet to a point on the West line of Lot 17 in said King Arthur Apartments of Lansing Subdivision; thence North 41 degrees 00 minutes 00 seconds West on a line parallel with the Northeasterly line of said Lot 30, a distance of 64.31 feet to the point of its intersection with the Southerly prolongation of the most Easterly line of said Lot 3; thence North 00 degrees 00 minutes 00 seconds East on the last described line, a distance of 130.54 feet to the Southeast corner of said Lot 3; thence North 89 degrees 46 minutes 12 seconds East on a line, which is the Easterly prolongation of the South line of said Lot 3, a distance of 63.99 feet to a point; thence South 41 degrees 00 minutes 00 seconds East on a line parallel with the Northeasterly line of said Lot 30, a

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LEGAL DESCRIPTION CONTINUED

distance of 275.73 feet to a point of its intersection with the Northeasterly prolongation of the Southeasterly line of Lots 25 and 26 in said King Arthur Apartments of Lansing Subdivision; thence South 49 degrees 00 minutes 00 seconds West on the last described line, a distance of 405.23 feet to the most Easterly corner of Lot 25; thence North 41 degrees 00 minutes 00 seconds West on the Northeasterly line of said Lot 25, a distance of 153.67 feet to the point of beginning.

ALSO

PARCEL 2:

Those parts of Lots 13, 16, 17 and 18, together with that part of Out Lot "A" in King Arthur Apartments of Lansing, being a subdivision in the East Fractional Half of Section 29, Township 36 North, Range 15 East of the Third Principal Meridian, according to the plat thereof registered in the Office of the Registrar of Titles on June 2, 1964 as Document Number LR 2153041, in Cook County, Illinois, bounded and described as follows:

Beginning at the most Northerly corner of Lot 25 in the aforesaid Subdivision; thence North 49 degrees 00 minutes 00 seconds East on the Southeasterly lines of Lots 29 and 30 and on the Northeasterly prolongation of the Southeasterly line of said Lot 30, a distance of 270.23 feet to a point on the West line of Lot 17 in said King Arthur Apartments of Lansing Subdivision; thence North 41 degrees 00 minutes 00 seconds West on a line parallel with the Northeasterly line of said Lot 30, a distance of 64.31 feet to the point of its intersection with the Southerly prolongation of the most Easterly line of said Lot 3; thence North 00 degrees 00 minutes 00 seconds East on the last described line, a distance of 130.54 feet to the Southeast corner of said Lot 3; thence North 89 degrees 46 minutes 12 seconds East on a line, which is the Easterly prolongation of the South line of said Lot 3, a distance of 63.99 feet to a point; thence South 41 degrees 00 minutes 00 seconds East on a line parallel with the Northeasterly line of said Lot 30, a distance of 275.73 feet to a point of its intersection with the Northeasterly prolongation of the Southeasterly line of Lots 25 and 26 in said King Arthur Apartments of Lansing Subdivision; thence South 49 degrees 00 minutes 00 seconds West on the last described line, a distance of 405.23 feet to the most Easterly corner of Lot 25; thence North 41 degrees 00 minutes 00

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