

BROADBAND EASEMENT AND RIGHT OF ENTRY AGREEMENT

THIS BROADBAND EASEMENT AND RIGHT OF ENTRY AGREEMENT (this "Access Agreement") dated as of NOV. 22, 1996 is made and entered into by and between TCLECOMMUNICATIONS + Cable of Chicago INC., a FL. CORP. ("Operator"), and CUSTOM CONSTRUCTION, a FL. CORP. ("Owner"), effective as of the date of Operator's execution of this Access Agreement set forth below.

RECITALS

17-27-309-034

A. Owner owns the Town Homes located at 2954 S. Michigan Chicago IL 60616 (the "Premises"), consisting of 7 units plus any units added or constructed in the future. A legal description of the Premises is attached hereto as Exhibit A.

B. Operator owns and operates a cable television system in Chicago Illinois (the "System").

C. Owner and Operator desire to provide for Operator's access to the Premises in order to install the equipment necessary to provide multi-channel video programming and any other services that it may lawfully provide (the "Services") to the Premises, on the terms and conditions provided herein.

AGREEMENTS

In consideration of the mutual promises and conditions herein set forth, Owner and Operator agree as follows:

1. Ownership of the Premises. Owner represents and warrants that it is the record holder of fee title to the Premises.

2. Easements: Access. Owner hereby grants, bargains and conveys to Operator an irrevocable easement in gross across, under and over the Premises as necessary or desirable for the routing, installation, maintenance, service and operation of the Equipment (as hereinafter defined), and the marketing and provision of the Services. Owner agrees that the Operator may from time to time enter into various agreements or arrangements with its approved lessees, agents or authorized vendors (collectively, the "Agents") and access to, and entry upon, the Premises granted by Owner pursuant to this Section shall extend to such Agents. Owner shall cause its designated representatives to accompany employees or contractors of Operator into any unoccupied residential unit for the purpose of wiring such residential unit, if such wiring is required. After the Premises have been wired for the provision of Services, Owner shall provide Operator's employees and contractors access to the Premises at reasonable times for the exercise of its easement rights hereunder. In addition to the other rights granted by Owner hereunder, upon termination of this Access Agreement, Owner hereby grants, bargains and conveys to Operator the right to enter the Premises in order to remove the Equipment from the Premises if Operator so desires.

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Cook County Recorder 02:00

3. **Equipment.** Operator may install, maintain, service, operate and upgrade on the Premises coaxial cable and/or fiber optic line, internal wiring, amplifiers, converters and other equipment necessary for the provision of the Services (the "Equipment"). The Equipment shall at all times be owned by, and remain the property of, Operator, whether or not attached to or incorporated in the Premises, and neither Owner nor any resident of the Premises shall have or obtain any right, title or interest therein. The Equipment does not constitute a fixture of the Premises. Owner shall in no way attach to or use in any manner the Equipment or any portion thereof. Owner shall have no obligation to service or maintain the Equipment.

4. **Type of Account: Provision of Services.**

(a) Operator shall provide the Services to the Property as follows:
(Check one)

Individual Rate Account: Operator, or the Agents, shall market and contract with individual residents of the Premises for all Services, and all arrangements for connecting, serving and billing residents of the Premises for the Services shall be made directly between Operator and such residents.

Bulk Rate Account: Operator shall market and contract with the Owner for certain of the Services in accordance with a Bulk Rate Agreement to be signed by Operator and Owner. Operator, or the Agents, shall market and contract with individual residents of the Premises for all other Services, and all arrangements for connecting, serving and billing residents of the Premises for such Services shall be made directly between Operator or the Agents, and such residents.

(b) The Services shall initially be provided as set forth above. During the term of this Access Agreement, the method of billing may be changed (i.e., from a bulk rate to an individual rate account and visa versa) without in any way affecting the validity of this Agreement.

5. **Damage to the Premises or Equipment; Indemnification; Survival.**

(a) Operator shall repair any damage to the Premises caused by Operator, its employees, or the Agents. Operator shall hold harmless and indemnify Owner from and against any and all losses or damages (including reasonable attorneys' fees) resulting from Operator's or the Agents' installation, maintenance, service, removal or operation of the Equipment or any other equipment of Agent, except loss or damage arising from any negligent or intentional act or omission of Owner or its agents or employees, or any resident of the Premises.

(b) Owner shall repair any damage to the Equipment caused by Owner, its agents, or employees, or any resident of the Premises. Owner shall hold harmless and indemnify Operator from and against any and all losses or damages (including reasonable attorneys' fees) arising from or with respect to (i) any negligent or intentional act or omission of Owner or its agents or employees, or any resident of the Premises, or (ii) any claim, demand, legal proceeding or similar action instituted by any person or entity providing multichannel video programming or

other services similar in nature to the Services provided to the Premises as of or prior to the date of this Access Agreement, or its successor or assign.

(c) The rights and obligations set forth in this Section 5 and the last sentence of Section 2 shall survive termination of this Access Agreement.

6. **Insurance.** Operator shall obtain and maintain in full force and effect throughout the Initial Term and any Renewal Term, with reputable insurers qualified to do business in the state or states in which the Premises are located, general liability insurance in amounts of not less than \$500,000 for injury to any one person, \$500,000 aggregate for any single occurrence, and \$500,000 for property damage.

7. **Other Systems.** In consideration of Operator's investment in the Equipment and other valuable consideration, for a period of time ending upon the earlier of (a) the date of termination of this Access Agreement and (b) the 5th anniversary of the effective date of this Access Agreement. Owner shall not, without the prior written consent of Operator, operate or install or permit the operation or installation of any other antenna, receiver, converter, cable or other signal amplification system on the Premises for use in connection with television or radio equipment.

8. **Force Majeure.** Operator shall not be deemed to be in breach of this Access Agreement if it is unable to perform its obligations hereunder as a result of the occurrence of an event of "force majeure," which shall include, but not be limited to, acts of God, acts of the government of the United States or of any state or political subdivision thereof, strikes, civil riots or disturbances, fire, floods, explosions, earthquakes, wind, storms, hurricanes, lightning, other similar catastrophes or other causes beyond Operator's control.

9. **Term; Termination.** This Access Agreement shall be effective on the date hereof and continue for a period of 5 years (the "Initial Term"), and thereafter shall automatically continue for 1 additional terms, each additional term consisting of the same number of years as the Initial Term (each a "Renewal Term"), unless either party gives the other written notice of non-renewal at least six months prior to the end of the Initial Term or then-effective Renewal Term, as appropriate. All notices which are given pursuant to this Section shall be sufficient in all respects if given in writing and delivered personally, by telecopy, by overnight courier, or by registered or certified mail, postage prepaid, to the receiving party at the respective address set forth below their signatures on the signature page to this Access Agreement or to such other address as such party may have given notice to the other pursuant hereto. Notice shall be deemed given on the date of delivery, in the case of personal delivery, on the date specified in the telecopy confirmation, in the case of telecopy, or on the delivery or refusal date, as specified on the return receipt, in the case of overnight courier or registered or certified mail.

10. **Successors to Both Parties; Related Parties to Operator.** The benefits and obligations of this Access Agreement shall inure to and be binding upon the successors, assigns, heirs, and personal representatives of Operator and Owner. If Owner shall sell, transfer or encumber the Premises, such sale or encumbrance shall be subject to this Access Agreement, which touches and concerns and runs with the land. The rights and obligations of Operator under

this Access Agreement may be enjoined, enforced or performed, as the case may be, by Operator and any other entity controlling, controlled by or under common control with Operator.

11. Legal Actions. If legal action is necessary to enforce any provision of this Access Agreement or any agreement relating hereto, the prevailing party in such action shall be entitled to recover its costs and expenses of such action, including reasonable attorney's fees. Owner acknowledges that the breach by Owner of any of its obligations under this Access Agreement cannot be reasonably or adequately compensated in damages in any action at law and that a breach of this Access Agreement by Owner will cause Operator irreparable injury and damage; Owner, therefore, expressly agrees that in the event of a breach or threatened breach of this Access Agreement, Operator shall be entitled to injunctive and other equitable relief against Owner. Resort to equitable relief shall not in any way be construed as a waiver of any other rights or remedies which Operator may have for damages or otherwise.

12. Confidentiality. Owner and/or the person signing on behalf of the Owner hereby warrant, represent and covenant that he or she shall not, directly or indirectly, disclose to any third party the material terms of this Access Agreement including, but not limited to, the financial terms agreed to between Owner and Operator.

13. Authorizations. The person signing on behalf of the Owner represents that he/she is the owner of the Premises or the authorized agent of Owner, with full authority to bind Owner to the terms and conditions of this Access Agreement. This Access Agreement shall not be binding upon Operator until signed by an authorized representative of Operator.

14. Miscellaneous Provisions. This Access Agreement supersedes any and all other access agreements, either oral or written, between the parties hereto. This Access Agreement contains the entire agreement between Owner and Operator and may not be amended except by an agreement in writing signed by the parties. Whenever possible, each provision of this Access Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Access Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Access Agreement.

The parties have executed this Access Agreement by their duly-authorized representatives.

OPERATOR:

Communications & Cable of Chicago, INC.

By: SAUNE

Name: Steve White

Title: Reg VP
(Print or type)

Address: 5717 S. Western
Chicago IL 60636

Attn: _____

Telecopy: _____

STATE OF Ill }
 COUNTY OF Cook } ss.
 This instrument was acknowledged before me on 12/16, 1906, by _____
 of _____
 Given under my hand and seal of office.
 My commission expires: 10/07/00
Ralph H. Merkel
 Notary Public
 Title (and Rank) _____



OWNER:

[Signature]

By: GARY PETER
Name: _____
(Print or type)

Title: MANAGER

Address: 3949 N. Pulaski
CHIC. IL. 60641

Alt: _____
Tele copy: _____

STATE OF Ill }
 COUNTY OF Cook } ss.
 This instrument was acknowledged before me on 12-10, 1906, by _____
 of _____
 Given under my hand and seal of office.
 My commission expires: 2-22-00
[Signature]
 Notary Public
 Title (and Rank) _____

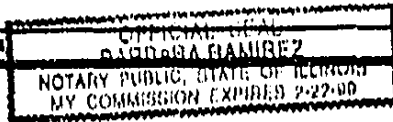


EXHIBIT "A"DESCRIPTION OF LAND*2954 S. Michigan*

Legal Description:

UNIT A: THE SOUTH 23.25 FEET OF LOT 5 AND ALL OF LOTS 6 AND 7 AND THE EAST 1/2 OF THE VACATED NORTH-SOUTH ALLEY ADJOINING SAID LOTS IN AARON GIBB'S SUBDIVISION OF THE NORTH 1/2 OF ALL THAT PART NORTH OF THE SOUTH 33 FEET OF LOT 94 OF THE CANAL TRUSTEES' SUBDIVISION OF THE WEST 1/2 OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, (EXCEPT FROM SAID PROPERTY TAKEN AS A TRACT, THE EAST 146.45 FEET THEREOF) IN COOK COUNTY, ILLINOIS.

UNIT B: THE WEST 20.07 FEET OF THE EAST 146.45 FEET OF THE FOLLOWING DESCRIBED TRACT: THE SOUTH 23.25 FEET OF LOT 5 AND ALL OF LOTS 6 AND 7 AND THE EAST 1/2 OF THE VACATED NORTH-SOUTH ALLEY ADJOINING SAID LOTS IN AARON GIBB'S SUBDIVISION OF THE NORTH 1/2 OF ALL THAT PART NORTH OF THE SOUTH 33 FEET OF LOT 94 OF THE CANAL TRUSTEES' SUBDIVISION OF THE WEST 1/2 OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, IN COOK COUNTY, ILLINOIS.

UNIT C: THE WEST 20.07 FEET OF THE EAST 126.38 FEET OF THE FOLLOWING DESCRIBED TRACT: THE SOUTH 23.25 FEET OF LOT 5 AND ALL OF LOTS 6 AND 7 AND THE EAST 1/2 OF THE VACATED NORTH-SOUTH ALLEY ADJOINING SAID LOTS IN AARON GIBB'S SUBDIVISION OF THE NORTH 1/2 OF ALL THAT PART NORTH OF THE SOUTH 33 FEET OF LOT 94 OF THE CANAL TRUSTEES' SUBDIVISION OF THE WEST 1/2 OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, IN COOK COUNTY, ILLINOIS, IN COOK COUNTY, ILLINOIS.

UNIT D: THE WEST 20.07 FEET OF THE EAST 106.31 FEET OF THE FOLLOWING DESCRIBED TRACT: THE SOUTH 23.25 FEET OF LOT 5 AND ALL OF LOTS 6 AND 7 AND THE EAST 1/2 OF THE VACATED NORTH-SOUTH ALLEY ADJOINING SAID LOTS IN AARON GIBB'S SUBDIVISION OF THE NORTH 1/2 OF ALL THAT PART NORTH OF THE SOUTH 33 FEET OF LOT 94 OF THE CANAL TRUSTEES' SUBDIVISION OF THE WEST 1/2 OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, IN COOK COUNTY, ILLINOIS.

UNIT E: THE WEST 20.07 FEET OF THE EAST 86.24 FEET OF THE FOLLOWING DESCRIBED TRACT: THE SOUTH 23.25 FEET OF LOT 5 AND ALL OF LOTS 6 AND 7 AND THE EAST 1/2 OF THE VACATED NORTH-SOUTH ALLEY ADJOINING SAID LOTS IN AARON GIBB'S SUBDIVISION OF THE NORTH 1/2 OF ALL THAT PART NORTH OF THE SOUTH 33 FEET OF LOT 94 OF THE CANAL TRUSTEES' SUBDIVISION OF THE WEST 1/2 OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, IN COOK COUNTY, ILLINOIS.

UNIT F: THE WEST 20.07 FEET OF THE EAST 66.17 FEET OF THE FOLLOWING DESCRIBED TRACT: THE SOUTH 23.25 FEET OF LOT 5 AND ALL OF LOTS 6 AND 7 AND THE EAST 1/2 OF THE VACATED NORTH-SOUTH ALLEY ADJOINING SAID LOTS IN AARON GIBB'S SUBDIVISION OF THE NORTH 1/2 OF ALL THAT PART NORTH OF THE SOUTH 33 FEET OF LOT 94 OF THE CANAL TRUSTEES' SUBDIVISION OF THE WEST 1/2 OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, IN COOK COUNTY, ILLINOIS.

UNIT G: THE EAST 46.10 FEET OF THE FOLLOWING DESCRIBED TRACT: THE SOUTH 23.25 FEET OF LOT 5 AND ALL OF LOTS 6 AND 7 AND THE EAST 1/2 OF THE VACATED NORTH-SOUTH ALLEY ADJOINING SAID LOTS IN AARON GIBB'S SUBDIVISION OF THE NORTH 1/2 OF ALL THAT PART NORTH OF THE SOUTH 33 FEET OF LOT 94 OF THE CANAL TRUSTEES' SUBDIVISION OF THE WEST 1/2 OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, IN COOK COUNTY, ILLINOIS.

Permanent Index Number: 17-27-309-034-0000 (affects other property)

Address: 2954 South Michigan Avenue
Chicago, Illinois

Improvements: (To be built) seven (7) townhomes with attached private garages, 2 bedrooms, 2 baths, a kitchen, dining room, living room which will vary in size from 1,657 square feet to 1,711 square feet have minimum base sales price of:

Unit A, G	\$194,000.00
Unit B, C, D, E, F	\$185,000.00