

UNOFFICIAL COPY

THIS AGREEMENT was made and executed this 25 day of March 1997, between **Communications and Cable of Chicago, Inc.** ("Company") and **Weiss Properties, Inc.** ("Owner") who owns or has control over certain real estate and improvements thereon located at **6972 N. Sheridan, Chicago, Illinois 60626**. Premises consists of **69** apartment or condominium units.

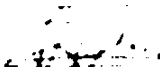
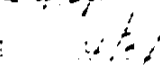
The Company has been granted a franchise to construct and operate a cable television system in the area where the Premises are located. The Owner desires to provide cable television and other communication services to the Premises, and the Company is willing to install, maintain and operate its cable television system on the Premises in accordance with the terms below.

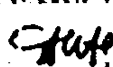
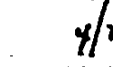
UNDERSTANDINGS

11-32-144-024-0000

NOW, WHEREFORE, the parties intend to be legally bound, agree as follows:

- The Company shall have the right to install and maintain the facilities necessary to transmit cable television services to the Premises, including, but not limited to, cables, amplifiers, distribution devices, cable amplifiers, boosting, and all facilities related thereto. The Company shall pay all costs and expenses incurred in installing the System. All work shall be done by the Company in a proper and workmanlike manner in accordance with all applicable laws, rules and regulations.
- The ownership of the System, including but not limited to, wires, equipment, amplifiers and appurtenant devices, are and will remain the property of the Company, its successors and shall, in no event, require a fixture. At all times during or after the term hereof, the Owner shall have the right to use the System for any purpose whatsoever.
- The Company shall indemnify and defend the Owner and hold the Owner harmless from any and all claims, damages or liability arising out of any transmission or reception of cable television services by the Company with respect to the installation, operation, maintenance, service or removal of equipment or facilities under this agreement. The Owner agrees that it will not interfere with the Company's performance under this Agreement and that it will not be held liable for any claims, damages or liability arising as a result of the intentional or negligent acts of any third party under this agreement.
- The Owner shall be responsible to install and to operate, in accordance with the Company's employees and agents, all of the wires and equipment necessary to provide cable services and to operate reception and distribution facilities on the Premises, whether by cable, satellite or otherwise, including the exclusive right to construct, install, maintain, repair, replace and remove such equipment and appurtenant devices. In response to any claim or interest and requests, the Company shall also have the non-exclusive right to provide other communication services over its facilities. The Owner shall have the authority to grant and if necessary, grant an easement to the Company to place its lines across the Premises to operate the System, and shall cause such easement to run with the Premises and all improvements thereon. The Owner agrees to execute the form of easement attached hereto as Exhibit A and shall remain in full force and effect until the easement shall be utilized for the purpose of the this easement's primary purpose.
- The Owner shall indemnify the Company, its employees and agents, from all claims, damages or liability arising out of the installation, operation, maintenance, service or removal of equipment or facilities under this agreement, including the exclusive right to construct, install, maintain, repair, replace and remove such equipment and appurtenant devices. The Owner shall supply the materials and appurtenant devices at reasonable intervals. The Company shall be responsible for the transportation, handling, selection, installation, and other equipment of the Company or its agents, in response to any unauthorized action.
- The Company shall provide services to the Premises by way of individual rate accounts and not a bulk rate account. If the service is provided on a bulk rate basis, an agreement shall be reached between the Owner and the Company pursuant to the Bulk Rate Agreement attached hereto.
- The Company shall be liable for any personal injury, insurance and property damage, whether or not caused by its negligence, arising out of its operations.
- The term of this Agreement shall be for a period of 5 years, and shall automatically renew for additional five year terms, unless either party gives the other notice in writing of its intent to discontinue or terminate, including notice of termination.
- The Agreement shall be binding on the parties to this Agreement and their heirs, assigns, successors, and assigns, and their legal representatives and assigns. The Company shall have the right to enforce and defend this Agreement.
- The conditions of this Agreement are agreed to and accepted by the National Terms and Conditions as set forth on the adjacent page. This Agreement cannot be altered or amended without the consent of both parties and shall not be amended, supplemented, or modified, except by a writing duly executed by both parties hereto. Please read all parts of it, including what follows, carefully and initial it on each page as requested.

BY: 
DATE:  4/26/97
(Print Name)


Communications & Cable of Chicago, Inc.
BY: 
DATE:  4/26/97
(Print Name)
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N
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
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THIS DOCUMENT IS THE BACK OF THE BULK RATE SERVICE AGREEMENT
ADDENDUMS

If the Premises are to be provided, please execute the Pre-Wire Installation Addendum which shall become a part of this Agreement. If the service to be provided under the Agreement is on a bulk account basis, please execute the Bulk Rate Addendum which shall become a part of the Agreement.

ADDITIONAL TERMS AND CONDITIONS

- a. If the service is to be provided on an individual rate basis, the Company, its employees or agents will market and contract with individual residents of the Premises for the services, and all arrangements for connecting, servicing and billing residents of the Premises for the services shall be made directly between the Company and such residents. The terms, conditions and charges for cable service provided to the Premises in such a manner shall be contained in contracts between the Company and the individual residents. During the term of this Agreement, the method of billing may be changed by the Company from a bulk rate to an individual account and vice versa or there may be a mix of services provided through such arrangements. This shall in no way affect the validity of this Agreement. Owner assumes no liability or responsibility for service charges contracted by the residents. All billing and collecting will be accomplished by the Company. The Owner agrees to reasonably assist the Company in those collection efforts.
- b. Should the Company fail to construct or continue to operate the system, it shall not be liable to the Owner or any other person having an interest in the Premises for consequential or actual damages, and the Owner's sole remedy for those claiming through or under the Owner, free of details or failures, shall be to terminate this Agreement and the easement granted hereunder if such details and failures are not remedied, or diligently attempted to be remedied, by the Company within sixty (60) days following receipt of written notice thereof from the Owner. In the case of a bulk arrangement, the Owner shall be entitled to a prorated credit for the periods of time that service is not provided to the Premises.
- c. The Company shall not be liable for failure to construct or to continue to operate the System during the term hereof due to acts of God, failure of equipment or facilities not belonging to the Company, denial of access to facilities or rights-of-way if necessary to service the Premises, government action or regulation or any other circumstances beyond the reasonable ability of the Company to control.
- d. During the day following the Owner's execution and the Owner's receipt of this Agreement, the Company shall review the technical and economic feasibility of providing service to the Premises. If in the Company's sole discretion, it determines it is not feasible either technically or economically to proceed with this Agreement, the Company shall have the right to terminate this Agreement by written notice within said two-day period without further liability hereunder.
- e. The Company reserves the right to test any equipment or facilities provided by the Company and which are currently being used for the transmission of television signals on the Premises. Should said equipment or facilities not comply with applicable standards, including but not limited to FCC signal leakage standards, the Company will with the Owner's consent and at the Owner's expense correct any such deficiencies. If such deficiencies are corrected, the Company shall have no obligation to install or operate the System on the Premises.
- f. Neither the Company nor anyone operating on its behalf will tap, connect or otherwise interfere with the System for any purposes. The Company shall not interfere with the right of any individual resident to install or use his own private reception device located in a resident's unit for the reception of over-the-air broadcast television signals, provided however that it should any device or facility be installed by the Owner or a resident not comply with the technical specifications established by the FCC including but not limited to signal leakage, the Company reserves the right to disconnect service to the Premises until such nonconformance is cured by the Owner or resident, in the case may be.
- g. The Owner hereby releases and agrees that the Company has a right at any time to preempt, without prior notice, specific programs and to determine what substitute program, if any, shall be made available. Company may in its discretion make additions, deletions or modifications to its current program lineup without liability to the Owner or anyone claiming through the Owner. The Company shall not be liable for the preemption of programming which is caused by the failure of the program to deliver or make such programming available to the Company or for any other reasons beyond the reasonable control of the Company.
- h. This Agreement shall not create any agency, employment, joint venture, partnership or other relationship between the Company and the Owner. Neither party shall have the right, power or authority to act for the other.
- i. The Company may record this Agreement or a memorandum hereof in the public records of the county or other proper locations, if it so desires.
- j. The Owner must provide written notice to the Company for any alleged breaches of the Agreement and allow the Company a sixty (60) day period to remedy the alleged breach before Owner may terminate the Agreement.
- k. In any court proceedings or legal action for enforcement of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs, including a multiple payment for in-house counsel's time fees and expenses. The failure on the part of either party to enforce any of its obligations shall be considered a waiver or estoppel of such right.
- l. This Agreement may be freely assigned by either party provided that the assignee agrees to be bound by the terms and conditions hereof. Should there be a change in trustee ownership of the Premises, Owner must assign all rights and obligations hereunder to the new owner.

Initiated by the Owner: 

Initiated by the Company: 

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IN WITNESS WHEREOF, the parties hereto have executed this GRANT OF EASEMENT on the date first written above.

BY _____
Grantor

BY CHM
[Local ICL Affiliate]

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 19____ by _____ and _____

WITNESS MY HAND AND OFFICIAL SEAL
"OFFICIAL SEAL"
My Commission expires _____
Notary Public, State of Illinois

[Signature]
Notary Public

COMMUNICATION EXCHANGE
3922 N. ALBANY AV.
CHICAGO, IL 60618
Address

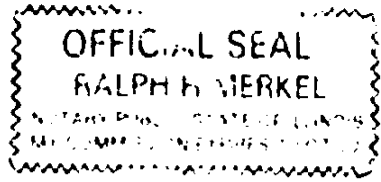
STATE OF Ill
COUNTY OF Cook

The foregoing instrument was acknowledged before me this 9th day of April, 1987 by _____

WITNESS MY HAND AND OFFICIAL SEAL
My Commission expires 6/10/90

[Signature]
Notary Public

4750 W. 12th St
Chicago, Ill 60608
Address



*** THIS PAGE WILL PRINTED ON THE BACK OF THE GRANT OF EASEMENT ***

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PROPERTY OF COOK COUNTY TREASURER
02/09/00 - 02/09/00
Employer: FRANK Page: 1

PROPERTY OF COOK COUNTY TREASURER
02/09/00 - 02/09/00

02/09/00

Address: 6972 N. SHERIDAN/CHICAGO, IL 60626

Name: HILTON MAHT 69726

Mailing: 6972 N. SHERIDAN/CHICAGO, IL 606260000

Legal Description:

Sub-Division Name: HARRIS E J DEED LTR 10-02

Legal: 02 HARRIS DEED OF LOTS 10 TO 22 INCL OF W D PRESTONS QUD (SND J
REF DATE: 02/27/1900 DOC NO: 00015201

STATE	BOOK	PT	LOT
02-11-11			0000000

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