

THIS AGREEMENT is made and effective this 10 day of April, 1997, between **Communications & Cable of Chicago Inc.**, ("Company") and **663 Grace Condo Assoc.**, ("Owner") and owns or has control over certain real estate and improvements thereon located at **663 W. Grace, Chicago Illinois 60610**. Premises are consisting of **80** units - apartment/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 receive television and other communication services to the Premises and the Company is willing to install, maintain and operate its cable television system ("System") on the Premises in accordance with the terms below.

**UNDERSTANDINGS**

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NOW, THEREFORE, the parties intending to be legally bound, agree as follows:

1. The Company agrees to install and install all facilities necessary to transmit cable television service to the Premises including, but not limited to, cable amplifiers, line splitting devices, cables, amplifier housing and all facilities related thereto. The Company shall pay all costs and expenses incurred in the installation of the system. All work shall be done by the Company in a proper and workmanlike manner in accordance with industry standards and applicable laws, rules and regulations.
2. The ownership of all parts of the System, including but not limited to, wires, equipment, amplifiers and appurtenant devices, are and will remain the property of the Company or its designees and shall in no event become a fixture. At all time during or after the term hereof will retain all rights the Company has the right to use the System, or any portion thereof, for any purpose.
3. The Company will indemnify and defend the Owner and hold the Owner harmless from any and all claims arising out of any omission or negligent or willful misconduct of the Company with respect to the installation, operation, maintenance, servicing or removal of equipment installed pursuant to this Agreement. The Owner agrees that it will not interfere with the Company's performance under this Agreement and that it will protect the Company from any responsibility or liability arising as a result of the intentional or negligent act of any third party under Owner's control.
4. The Owner has the authority to grant and does hereby grant to the Company, its employees and agents, during the term hereof the sole and exclusive right and license to provide cable services and to operate reception and distribution facilities on the Premises (whether by cable, satellite, microwave or otherwise) and to the exclusive right to construct, install, maintain, repair, replace and remove upon its discontinuance of service all necessary equipment and appurtenant devices. In response to customer interest and requests, Company shall also have the non-exclusive right to provide other communication services over its facilities. The Owner has the authority to grant and does hereby grant an easement in favor of the Company to place its lines across the Premises and operate the System, and shall cause such easement to run with the Premises binding any subsequent owner. The Owner agrees to execute the form of easement attached hereto as Exhibit A and shall remain in full force and effect so long as the easement shall be utilized for the purpose for which this easement is hereby granted.
5. The Owner will allow the Company, its employees and agents to enter all common areas of the Premise for the purpose of auditing, sealing or disconnecting service, installing, maintaining, repairing, replacing or removing equipment and apparatus associated with the provision of the services hereunder and will take all reasonable steps necessary to assure the Company access to all parts of the Premises over which the Owner does not have control for the same purposes. The Owner shall supply the names and apartment numbers of residents at reasonable intervals. The Owner shall cooperate with the Company on the repossession of channel selector, converter or other equipment of the company or its agents in the possession of any unauthorized person.
6. The Company shall provide service to the Premises by way of individual rate accounts and on a bulk rate agreement. 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.
7. The Company agrees to maintain public liability insurance and property damage liability insurance relating to its activities hereunder.
8. The term of this Agreement shall be for a period of 5 years, and shall automatically renew for additional one year terms, unless either party gives the other written notice of non-renewal at least 90 days prior to expiration or termination, including renewal terms there of.
9. Owner agrees that violation of this Agreement will result in irreparable injury to Company, that Company will have no adequate remedy at law and that in the event of such a violation, Company shall have the right to injunctive relief or other appropriate equitable relief.
10. The Company and the Owner agree to abide by the Additional Terms and Conditions as set forth on subsequent pages. This Agreement constitutes the sole and entire Agreement between the parties and shall not be modified, amended, supplemented or revised, except by a writing duly executed by both parties hereof. Please read all parts of it, including what follows, carefully and initial or sign each page, as requested.

BY: [Signature]  
DATE: 4/30/97  
[Owner]

Communications & Cable of Chicago, Inc.  
BY: CAH  
DATE: 4/30/97  
[Local TCI Affiliate]  
S-NO  
P-9  
N-NO  
M-NO

**UNOFFICIAL COPY**  
**THIS AGREEMENT IS THE FACE OF THE FULL SERVICE AGREEMENT**  
**ADDENDUMS**

DATE: \_\_\_\_\_  
TIME: \_\_\_\_\_

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 services to be provided are on an individual rate basis, the Company, its employees, or agents will not enter 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 shall be the same as those 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 these 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 claim and/or action under the Owner, free of all legal obligations, shall be to terminate this Agreement and the easement granted hereunder if such defaults 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. Written notice of the failure 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. If the Company fails to construct or to continue to operate the System during the term, or if 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 order, or regulation of any other circumstances beyond the reasonable ability of the Company to act to:
- d. During 90 days 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 90 day period with the same 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. Until such deficiencies are corrected, the Company shall have no obligation to install or operate the System on the Premises.
- f. Neither the Owner 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 satellite television signals, provided however that should any device or property be owned 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 discontinue service to the Premises until such non-conformance is cured by the Owner or resident at the expense of the
- g. The Owner acknowledges and agrees that the Company has a right at any time to preempt without prior notice specific programs and to determine the substitution program that shall be made available. Company may, in its discretion, make additions, deletions or modifications to its substitution program, in any event, without liability to the Owner or anyone claiming through the Owner. The Company shall not be liable for failure to preempt any programming which is caused by the failure of the programmer to deliver or make such programming available to the Company for any other reason beyond the reasonable control of the Company.
- h. This Agreement shall not create any agency, employment, joint merger, joint venture or partnership between the Operator or 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 shall 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. If either party brings a civil action for enforcement of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs, in addition to applicable payment for in-house counsel's time, fees and expenses. The failure on the part of either party to tender any rate hereunder shall not be considered a waiver or estoppel of such right.
- l. The Agreement may be freely assigned by either party provided that the assignee agrees to be bound by the terms and conditions hereof. Should Owner sell or transfer ownership of the Premises, Owner must assign or transfer all rights and obligations hereunder to the new owner.

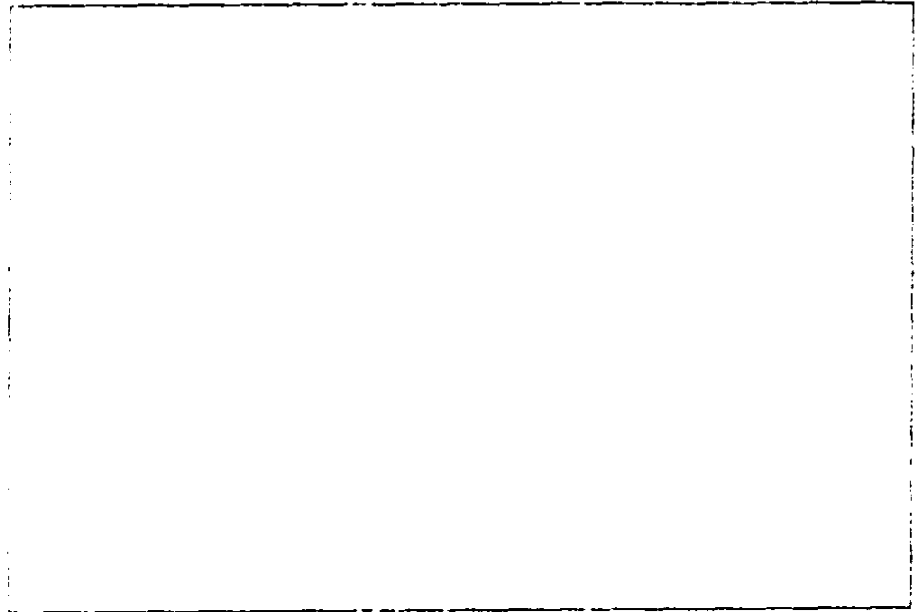
Initialed by the Owner \_\_\_\_\_

Initialed by the Company **SNV**

FOR OFFICIAL USE ONLY

EXHIBIT A

GRANT OF EASEMENT



THIS GRANT OF EASEMENT AGREEMENT is made and is effective 10 day of April, 1997, between Communications & Cable of Chicago, Inc. ("Company"), and 663 Grace Condominium Assoc., to control certain real estate and improvements located at the street address of 663 W. Grace, Chicago, Illinois 60613. ("Premises") with a legal description of

*Lot 4-5 Block 17 in Cochran's and add. to Edgewater in the W. 1/2 of the S.E. 1/4 of sec. 5-6-10*

For ten dollars and other good and valuable consideration, Owner grants to Company a non-exclusive easement and free access of ingress and egress over, in, on, across, and under the Premises for use and benefit of the Company and its designees, agents, successors and assigns for the purpose of

construction, installation, operation, maintenance, location, replacement, repair or removal and reasonably associated activity of all equipment, facilities or apparatus necessary to provide multi-channel programming and any other services the Company may lawfully provide to the Premises (which grant of easement shall be for the additional benefit of any utilities necessary to provide such services, such as power)

The Company agrees to undertake such activity in an orderly manner with as little inconvenience as possible and to substantially restore areas disturbed during such activity to their original condition. The Company agrees to indemnify the Owner against any losses and damages arising from the use of the Easement by Company, including mechanics' liens arising by reason of the Company's activities.

The benefits and burdens of this GRANT OF EASEMENT will run with the land and will bind and benefit the Owner and the Company and their respective successors and assigns.

The rule of strict construction shall not apply to this GRANT OF EASEMENT. It will be given a reasonable construction so that the intention of the parties to convey a commercially useable right of enjoyment is carried out.

Initialed by the Owner: \_\_\_\_\_

Initialed by the Company: *JM*

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

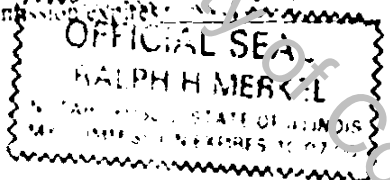
BY \_\_\_\_\_ (Owner) BY Camp (Local TCI Affiliate)

STATE OF Ill  
COUNTY OF Cook

The foregoing instrument was acknowledged before me this 2 day of August, 1988 by \_\_\_\_\_ and \_\_\_\_\_

WITNESS MY HAND AND OFFICIAL SEAL

My commission expires 11/15/88



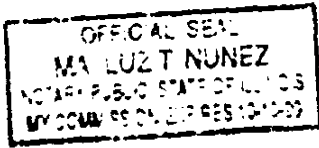
Ralph H. Merkel  
Notary Public  
1250 W. Lake St.  
Chicago, Ill 60605  
Address

STATE OF Ill  
COUNTY OF Cook

The foregoing instrument was acknowledged before me this 1 day of July, 1988 by \_\_\_\_\_  
Frank ...

WITNESS MY HAND AND OFFICIAL SEAL

My Commission expires 11/15/88



Maluz T. Nunez  
Notary Public  
4411 N. ...  
Chicago, Ill 60641  
Address

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

**INTERNAL SECURITY CHANNEL AGREEMENT**

This Agreement is effective as of April 10, 1997 by and between [ICI Entity] **Communications & Cable of Chicago Inc.** ("Operator") and **663 Grace Condominium Assoc.** ("Owner") for the property located **663 W. Grace, Chicago Illinois 60613** ("Property.")

**Definitions**

1. The term "**Internal Security System**" shall mean any and all electronic devices, including modulators, cameras, recording devices, monitors, computer, hardware, software and other equipment and materials, used to produce visual and or audio signals of persons, places, things or events located in or around the Property and to transmit such signals over Operator's cable located at the Property.

2. The term "**Point of Demarcation**" shall mean the point on the Property designated by Operator as the Point of Demarcation at which Owner may install equipment to provide a NTSC-compatible video and audio signal as part of an Internal Security System to be displayed on channel \_\_\_\_\_ within the Property.

**Agreement**

Owner desires to install, at its sole expense, an Internal Security System at the Point of Demarcation at the Property. Each component of such Internal Security System, specifically excluding Operator's cable, shall be and remain the sole property of Owner. Owner and Operator expressly agree that Operator shall have no interest in any components of the Internal Security System except Operator's cable.

Operator agrees to designate the Point of Demarcation at which Owner may install an Internal Security System on channel \_\_\_\_\_. Owner may, at its option, and for the sole purpose of creating an Internal Security System, connected a modulator at the Point of Demarcation in order to add a single channel to the service provided to the Property by Operator.

Operator makes no representation or warranty with respect to the Internal Security System and expressly disclaim any responsibility or liability for the functioning or malfunctioning of such system or for the cable system connect to it and for any damage to persons or property that may result from the failure of such systems to function properly.

Operator shall in no way be held responsible for, nor liable to, Owner, Operator's subscribers or any other person with respect to the content or material of the Internal Security System.

It is understood by Owner that certain technical limitations apply to Operator's cable system and the components of the Internal Security System, and Owner agrees to hold Operator harmless for such limitations. Owner understands, for example, that the Internal Security System signal will not be available to television receivers which lack sufficient spectrum capacity to receive the channel designated for the Internal Security System. Owner further understands that an expansion of Operator's channel carriage system may cause termination of the Internal Security System channel.

### **Indemnification**

Owner hereby agrees to indemnify, defend and hold harmless Operator, its parents, affiliates, agents, officers, directors, employees and partners for any claims, demands, lawsuits, judgments, liabilities, damages, losses or expenses arising out of or in connection with any of the following:

(a) any latent or patent defect, malfunction or interruption in the Internal Security System or Operator's cable system due to any cause whatsoever, including any act, omission or negligence of Operator;

(b) any injury, damage or loss to any person or property occurring during, arising from or arising in connection with any power failure, signal, plant damage or other failure of Operator's cable or cable system to function properly;

(c) negligence or other wrongdoing on the part of any employee, agent, servant or representative of Operator or its affiliates.

Operator reserves the right to terminate without notice the designation of any channel as an Internal Security System channel in the event of a channel expansion in Operator's system.

It is understood and agreed that the indemnification provided by Owner for the benefit of Operator shall survive the expiration or earlier termination of this Agreement.

**Insurance**

Owner shall carry Commercial General Liability coverage on form CG 00 01 11 88 as promulgated by the Insurance Services Office, or its minimum equivalent, that covers at least Premises and Operations, Owners and Contractors Protective Liability, Products and Completed Operations, Blanket Contractual Liability for both Oral and Written Contracts, Personal Injury, and Broad Form Property Damage.

Limits of liability for such insurance shall be no less than \$1,000,000 per occurrence for bodily injury, property damage, personal and advertising injury, as defined in ISO form CG 00 01 88, and no less than \$2,000,000 in the aggregate for the Products-Completed Operations Hazard and the policy General Aggregate.

Such insurance policy shall be endorsed to provide that Operator is included as an Additional Insured using ISO form CG 20 10 11 85, or its minimum equivalent, with the added provision that Owner's policy shall provide primary coverage to Operator irrespective of any insurance carried by Operator, whether it be primary, excess, contingent or on any other basis.

The insurer waives any rights of subrogation it may have against Operator.

**Termination**

Either party hereto shall have the right to terminate this Agreement in accordance with the following:

- (a) Upon 30 days written notice;
- (b) Immediately upon expansion of the channel carriage capacity of Operator's system;
- (c) Immediately upon written notice if necessary to reduce exposure, or future potential exposure to any claim, demand lawsuit or cause of action.

**Miscellaneous**

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 or continued breach or violation.

Integration. This writing represents the entire agreement of the parties hereto with respect to the subject matter hereof and may not be altered or amended except by a writing signed by both parties.

Applicable Law. This Agreement shall be governed by and be construed in accordance with the laws of **Illinois**.

Severability. If any provision of this Agreement or the application thereof is held in any proceeding to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby; provided, however, that Operator may immediately terminate the Agreement and its obligations thereunder if the indemnification provisions set forth herein are rendered invalid or unenforceable.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

\_\_\_\_\_  
[ ICEntity]

\_\_\_\_\_  
[Owner]

By: SAHLE

By: [Signature]

Name: Stan Walker

Name: [Signature]

Title: VP

Title: [Signature]

State of \_\_\_\_\_ )

ss.

County of \_\_\_\_\_ )



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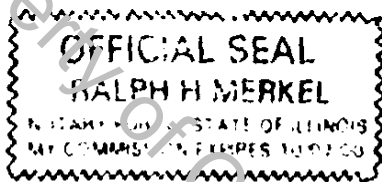
Subscribed and Sworn to before me this 14 day of April 1997  
by [Signature] as Not Public of Operator.

Witness my hand and official seal.

My commission expires: 12/07/20

[Signature]  
Notary Public

[Seal]



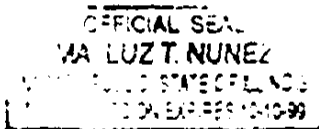
State of Illinois )  
County of Cook ) ss.

Subscribed and Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 1997  
by [Signature] as [Signature] of Owner.

Witness my hand and official seal.

My commission expires \_\_\_\_\_

[Signature]  
Notary Public



[Seal]