



RIGHT OF ENTRY AGREEMENT

THIS AGREEMENT is entered into this 15th day of March, 1998 by and between **Time Warner Cable** and its successors and assigns (Company) and **Black Water Construction** whose address is 15774 South LaGrange Road, Orland Park, IL 60462 and its successors, lessee and assigns (Owner).

**COOK COUNTY
RECORDER
JESSE WHITE
BRIDGEVIEW OFFICE**

WHEREAS, Owner is the owner of the following real property in Cook County, State of Illinois located at: 7751, 7747, 7759, 7755, 7767, 7763 Bristol Park Drive, Tinley Park, IL 60477, upon which Owner maintains a multiple dwelling unit consisting of 96 of units), known as : Grafton Place of Bristol Park #2.

WHEREAS, Owner desires Company to provide cable television services to the above multiple dwelling unit and Company is in the business of providing cable television services and desires to provide such services.

NOW THEREFORE, in consideration for the payment of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Owner hereby grants Company the exclusive right to install, construct, operate, repair, upgrade, replace, remove and market a cable television, video and communication system on the Property. Owner hereby grants to Company an easement for ingress and egress over, under, across and within the premises (including land and buildings) owned by Owner in order to install, service, maintain, repair and replace its cable television equipment and facilities (Equipment). The rights granted by Owner to Company specifically include: (i) the exclusive right for Company to install, inspect, alter, improve, repair, rebuild, relocate and remove such Equipment; (ii) the right to use and occupy any conduit within the premises; (iii) the right for Company to change the quantity and type of Equipment; (iv) the right for Company to clear the easement area of trees, limbs, roots, undergrowth and other physical objects, which in the reasonable opinion of Company endanger or interfere with the safe and efficient installation, operation or maintenance of such Equipment in order that Company may maintain accessibility to such Equipment; provided any area disturbed by Company shall be restored by Company as nearly as possible to its original condition; (v) the right for Company to enter upon and cross any portion of the premises for the purpose of exercising the rights granted to Company hereunder; and (vi) all other rights and privileges reasonably necessary or convenient for Company's safe and efficient installation, operation and maintenance of the Equipment and for the full enjoyment and use of such easement for the purposes described above.

2. Company shall have the right to provide Company's cable television and telecommunication services (Services) to individual unit owners/residents on the premises on a group or individual basis as may be determined between such unit owners/residents or Owner and Company.

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3. Owner shall provide Company with all necessary keys, lock combinations or clearances for entrance into any building(s) by Company in order to exercise the rights granted to Company hereunder.

4. All Equipment and other materials placed by Company on the premises in connection with Company's performance under this agreement shall be and remain the sole personal property of the Company. None of the Equipment shall be deemed to be a fixture or to become part of the Premises. Owner shall not disturb, alter or change any of the locations of any of Company's Equipment. (2). Company shall have sole right to possession of and dominion and control over the Equipment and any other property placed on the Premises by the Company. (3). Company may remove at its option consistent with any applicable state law, any or all of the Equipment at any time during the term of this Agreement and up to 90 days after termination of agreement.

5. All installation work will be done in strict conformity with applicable Federal, State, County and municipal laws, ordinances, codes, rules and regulations, and requirements, including but not limited to, the National Electrical Safety Code. As the duly authorized franchisee of the municipality Premises a part of.

6. Owner has the full right and authority to enter into this Agreement and to convey the above easement to Company. Owner hereby agrees to hold Company harmless from any and all claims or damages, including payment of any attorney fees and other legal costs, arising out of the breach of the foregoing. Company indemnifies Owner from all liabilities, claims, damages, costs and expenses arising or resulting from the installation, maintenance or repair of the Equipment or the acts or negligence of Company, its agents, employees, contractors or subcontractors claims, liens or damages arising from installation and maintenance of the Equipment.

7. In the event that Owner's future development of the premises is in physical conflict with Company's Equipment, Company shall, within ninety (90) days after receipt of written request from Owner, relocate such Equipment to another mutually agreeable easement area in Owner's premises; provided prior to relocation, Owner shall reimburse Company the full cost of such relocation as reasonably estimated by Company.

8. Owner shall provide cooperative marketing support. Including but not limited to allowing Company to supply brochures to Owner for placement in the complex's new resident information package, door to door sales and inclusion in (if any) the Premises news letter. Company shall provide Free of charge to the Resident Managers on site unit, one (1) outlet with our Standard Cable Service Tier.

9. If Company determines that offering or providing Services to the Premises has become impracticable for legal, economic reasons due to theft of service by residents or regulatory reasons or circumstances, then Company may terminate this Agreement as to any or all Services by giving the Owner sixty (60) days prior written notice of such determination. In the event of such termination by Company, Company shall not be liable to Owner on account of such termination.

10. This Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties. The terms and conditions are to be construed as covenants running with the land. Company shall have the right to record this Agreement at its own expense.

TERM - this Agreement shall commence on the date hereof, and shall run concurrently with the term of the Company's franchise agreement with the municipality Premises is a part of, including any extensions thereof. At such time as Company's franchise agreement terminates, this agreement shall also terminate.

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THIS EASEMENT - is executed and delivered by Grantor to Grantee, for the purpose of evidencing of record and giving notice of the existence of a Right of Entry Agreement to which reference is made and the same is incorporated herein as fully and for all purposes as if set forth in this Right of Entry Agreement in full.

THIS EASEMENT - is executed, and the warranty of title herein is made, subject to the matters, if any, as may be set forth on Exhibit B, attached hereto and made a part hereof, for all purposes, to the extent, and only to the extent, the same are valid and subsisting and cover and affect the Premises.

TO HAVE AND TO HOLD - said easement and right to serve, together with all the rights and appurtenances thereunto in anywise belonging, unto the Grantee, its successors and assigns, permanently, including any extensions and renewals, stated in the Agreement; and the Grantor does hereby bind itself, its successors and legal representatives, to warrant and forever defend, all and singular, said easement and right to serve herein granted unto the Grantee, its successors and assigns, against the claims of all persons whomesoever lawfully claiming or to claim the same, or any part thereof, subject to the matters set forth herein.

EXECUTED on this 10th day of MARCH, 1998.

By: [Signature]

Print Name: John Barrett

Title: President

STATE OF ILLINOIS)

) SS.

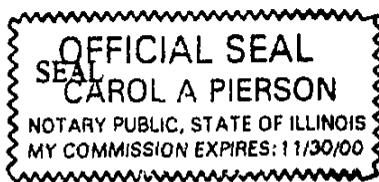
COUNTY OF COOK)

I, THE UNDERSIGNED, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that JOHN BARRETT, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that (s)he signed, sealed and delivered the said instrument as his/her free and voluntary act, for the uses and purposes therein set forth.

GIVEN UNDER my hand and official seal this 10th day of March, 1998.

Carol Pierson
Notary Public

My Commission Expires:



11/30/00

MAIL TO:

Time Warner Cable
c/o Steven Kuyawa
7720 West 98th Street
Hickory Hills, Illinois 60457

PREPARED BY:

Steve Kuyawa
7720 W 98th St
Hickory Hills, IL 60457



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EXHIBIT A
LEGAL DESCRIPTION OF PREMISES COVERED BY EASEMENT

ATTACHED TO and by reference made a part of a certain Right of Entry Agreement by and between GRANTOR, Black Water Construction and GRANTEE, Time Warner Cable, executed coincidentally herewith to more fully describe the Premises referred to therein, which is the following described real estate situated in the County of Cook in the State of Illinois, *TO WIT (insert Premises legal description)*

GRAFTON PLACE OF TINLEY PARK #2 (SEE ATTACHED)

and all the improvements now or hereafter situated thereon and all easements and other rights and appurtenances now or hereafter thereunto belonging, and every part and portion thereof, with the common street address(es) of:

_____, Illinois _____

Permanent Real Estate Index Number(s): _____

EXECUTED on this 10 day of March, 1998

By: John Barrett

Print Name: John Barrett

Title: President

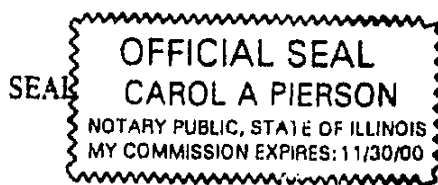
GIVEN UNDER my hand and official seal this 10th day of March, 1998

Carol Pierson

Notary Public

My Commission Expires:

11/30/00



MAIL TO:
Time Warner Cable
c/o Steven Kuyawa
7720 West 98th Street
Hickory Hills, Illinois 60457

PREPARED BY:

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Phase II

GRAFTON PLACE OF BRISTOL PARK PHASE II

<u>ADDRESS</u>	<u>BUYERS</u>	<u>CLOSING DATE</u>	<u>P.I.N.</u>
<u>BRISTOL PARK DR.</u>			
7771 UNIT 1NE			27-36-124-006, 008 & 009
7771 UNIT 1NW			27-36-124-006, 008 & 009
7771 UNIT 1SE			27-36-124-006, 008 & 009
7771 UNIT 1SW			27-36-124-006, 008 & 009
7771 UNIT 2NE			27-36-124-006, 008 & 009
7771 UNIT 2NW			27-36-124-006, 008 & 009
7771 UNIT 2SE			27-36-124-006, 008 & 009
7771 UNIT 2SW			27-36-124-006, 008 & 009
7771 UNIT 3NE			27-36-124-006, 008 & 009
7771 UNIT 3NW			27-36-124-006, 008 & 009
7771 UNIT 3SE			27-36-124-006, 008 & 009
7771 UNIT 3SW			27-36-124-006, 008 & 009
7775 UNIT 1NE			27-36-124-005 & 007
7775 UNIT 1NW	ESPOSITO	10/21/97	27-36-124-005 & 007
7775 UNIT 1SE	SZABLEWSKI	11/7/97	27-36-124-005 & 007
7775 UNIT 1SW	HRANICKA	10/24/97	27-36-124-005 & 007
7775 UNIT 2NE			27-36-124-005 & 007
7775 UNIT 2NW	KRAPEC	9/26/97	27-36-124-005 & 007
7775 UNIT 2SE	ORLAK	11/11/97	27-36-124-005 & 007
7775 UNIT 2SW	DELANY	9/26/97	27-36-124-005 & 007
7775 UNIT 3NE			27-36-124-005 & 007
7775 UNIT 3NW			27-36-124-005 & 007
7775 UNIT 3SE			27-36-124-005 & 007
7775 UNIT 3SW			27-36-124-005 & 007

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Phase II

<u>ADDRESS</u>	<u>BUYERS</u>	<u>CLOSING DATE</u>	<u>P.I.N.</u>
<u>BRISTOL PARK DR.</u>			
7779 UNIT 1NE			27-36-124-004 & 008
7779 UNIT 1NW			27-36-124-004 & 008
7779 UNIT 1SE			27-36-124-004 & 008
7779 UNIT 1SW			27-36-124-004 & 008
7779 UNIT 2NE			27-36-124-004 & 008
7779 UNIT 2NW			27-36-124-004 & 008
7779 UNIT 2SE			27-36-124-004 & 008
7779 UNIT 2SW			27-36-124-004 & 008
7779 UNIT 3NE			27-36-124-004 & 008
7779 UNIT 3NW			27-36-124-004 & 008
7779 UNIT 3SE			27-36-124-004 & 008
7779 UNIT 3SW			27-36-124-004 & 008
7783 UNIT 1NE			27-36-124-003 & 009
7783 UNIT 1NW			27-36-124-003 & 009
7783 UNIT 1SE			27-36-124-003 & 009
7783 UNIT 1SW			27-36-124-003 & 009
7783 UNIT 2NE	BALCERZAK	11/21/97	27-36-124-003 & 009
7783 UNIT 2NW	BLANK	11/14/97	27-36-124-003 & 009
7783 UNIT 2SE			27-36-124-003 & 009
7783 UNIT 2SW			27-36-124-003 & 009
7783 UNIT 3NE			27-36-124-003 & 009
7783 UNIT 3NW			27-36-124-003 & 009
7783 UNIT 3SE			27-36-124-003 & 009
7783 UNIT 3SW	PLANKIS	11/26/97	27-36-124-003 & 009

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*Phase
IV - II*

LOT 5 - 27-36-124-001
 LOT 6 - 27-36-124-002
 LOT 7 - 27-36-124-003
 LOT 8 - 27-36-124-004
 LOT 9 - 27-36-124-005
 LOT 10 - 27-36-124-006
 LOT 11 - 27-36-124-007

LOT 12 - 27-36-124-008
 LOT 13 - 27-36-124-009
 LOT 14 - 27-36-124-010
 LOT 15 - 27-36-124-011
 LOT 16 - 27-36-124-012
 LOT 20 - 27-36-124-014

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COMMITMENT FOR TITLE INSURANCE

SCHEDULE A (CONTINUED)

ORDER NO.: 1410 007693662 EP

THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS:

UNIT NUMBER 7783-1NW IN GRAFTON PLACE CONDOMINIUMS OF BRISTOL PARK PHASE II CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: CERTAIN LOTS IN GRAFTON PLACE OF BRISTOL PARK SUBDIVISION, BEING A SUBDIVISION OF THE NORTHWEST 1/4 OF SECTION 36 TOWNSHIP 36 NORTH RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 97695514 AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

ALSO THE EXCLUSIVE RIGHT TO THE USE OF GARAGE SPACE 7783-G1NW , A LIMITED COMMON ELEMENT AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID.

Phase II's deal -

all you would do is insert the unit + garage numbers.

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Phase I & II

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LOT 5 - 27-36-124-001
 LOT 6 - 27-36-124-002
 LOT 7 - 27-36-124-003
 LOT 8 - 27-36-124-004
 LOT 9 - 27-36-124-005
 LOT 10 - 27-36-124-006
 LOT 11 - 27-36-124-007

LOT 12 - 27-36-124-008
 LOT 13 - 27-36-124-009
 LOT 14 - 27-36-124-010
 LOT 15 - 27-36-124-011
 LOT 16 - 27-36-124-012
 LOT 20 - 27-36-124-014

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