

Cablevision
Jerry Fischer
5400 S. 16th
Lincoln 68512

LANCASTER COUNTY, NEB
Dana M. Mc
Recorder

\$ 11.00

NO
STAC

JAN 17 2 50 PM '97

INST. NO 9

002021

cash

Tract 1: The west 322.79 feet of the south 188.55 feet of lot 5, Strain's acres, Lincoln, Lancaster county, Nebraska, except that part deeded to the City of Lincoln by the instrument filed as instrument number 86-3894.

Tract 2: The North 175 feet of the west 322.79 feet of lot 5, and the south 25 feet of the west 322.79 feet of lot 4, Strain's Acres, Lincoln, Lancaster County, Nebraska, except the portion deeded to the City of Lincoln by the instrument filed February 10, 1986, as inst. no. 86-3408.

CABLE TELEVISION INSTALLATION AGREEMENT

Agreement, dated 1/10/97 between CableVision of Lincoln a division of Time Warner Cable, a division of Time Warner Entertainment Company, L.P. ("CableVision") and Carrage Glen ("Owner"). In consideration of the mutual promises and conditions hereinafter set forth, and payment of \$1.00 and other good and valuable consideration by CableVision to Owner, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Premises. Owner owns apartments or condominiums known as Carrage Glen whose address is 7006 Shamrock described as apartments consisting of 51 units, including any additional units added in the future (the "Premises"). (Use exhibit, if necessary, to provide a complete legal description of the Premises.)

2. Cable System. CableVision operates a cable television system in the City of Lincoln pursuant to a Franchise dated August 5, 1985 (the "Franchise"). CableVision will design, install, upgrade and maintain equipment (the "Equipment") reasonably required to furnish cable television service to the Premises. The Equipment shall at all times remain the property of CableVision; service and maintenance of the Equipment will be provided by CableVision in accordance with the provisions of the Franchise. Arrangements for hooking up, serving and billing individual residents of the Premises will be made directly between CableVision and such residents.

3. Easement: Access. Owner hereby grants to CableVision an unrestricted easement in gross covering routing necessary for installation of the equipment hereunder. In connection with the initial wiring, Owner will accompany CableVision employees into any unoccupied residential unit. After initial wiring, Owner shall provide access to the Premises so that CableVision may install Equipment, market cable services, or maintain or remove the Equipment at such times as CableVision shall determine. All equipment and wiring installed by CableVision, including but not limited to the internal distribution system shall remain the sole personal property of CableVision, and shall only be used by and for the benefit of CableVision and shall not be interpreted to be attached or annexed to the Premises as real property. CableVision has the option, but not the obligation, of the removal at its expense, any and all of the Equipment placed on the Premises by CableVision.

4. Damage to Premises or Equipment. Any damages to the Premises caused by CableVision, its agents or employees, will be repaired by CableVision. Any damages to the Equipment caused by Owner, its agents, employees or tenants, will be promptly repaired to the reasonable satisfaction of CableVision at Owner's expense. Owner will take reasonable precautions to notify its agents, employees or tenants of the location of the Equipment. CableVision shall hold harmless and indemnify Owner from and against any and all damage or claims for damages asserted by reason of CableVision's construction and maintenance of the cable system, except loss or damage arising from a negligent act of Owner, its agents or employees.

5. Interference. CableVision may, at its option, utilize or modify any master antenna (MATV) system presently on the Premises if necessary to facilitate distribution of CableVision's service. If any such MATV system interferes with CableVision's service hereunder, Owner will remove or repair the MATV system at Owner's expense in order to eliminate such interference. Owner agrees not to install or to permit the installation of any other antenna, transducer, or signal amplification system for use in

connection with television or radio equipment, without the express written consent of CableVision. The purpose of this clause is to avoid the installation of any incompatible system which might interfere with the services provided by CableVision.

6. Term; Termination; Successors. This Agreement shall continue for the duration of the Franchise and any extensions thereof unless CableVision shall earlier determine that it is technically or economically impractical to continue to provide service hereunder. CableVision may transfer this agreement by written notice to Owner. If Owner sells, transfers or encumbers the Premises, such sale or encumbrance will be made subject to continuation of this Agreement, and in connection therewith, this Agreement may be recorded in the real property records of Lancaster County, Nebraska.

7. Removal of Equipment. Upon any termination hereof, CableVision, at its option, may remove any or all of the Equipment from the Premises, and Owner shall grant CableVision reasonable access for such removal.

8. Miscellaneous Provisions. CableVision shall not be liable for any failure to perform hereunder arising from causes beyond its control. The agreement may not be amended except by an agreement in writing signed by the parties. This agreement shall be governed by the laws of the State of Nebraska.

CABLEVISION

By: Elizabeth Scarborough
President

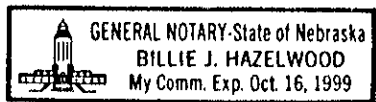
OWNER
By: [Signature]
Title: _____

WITNESS:

State of Nebraska)
County of Lancaster)

On Jan 16, 1997, before me a Notary Public in and for said County and State, personally appeared Beth Scarborough, known to me to be the President of CableVision and acknowledged to me that she executed this document on behalf of said corporation.

WITNESS my hand and official seal.
Billie J. Hazelwood Notary Public



WITNESS:

State of Nebraska)
County of Lancaster)

On 1/10/97, before me a Notary Public in and for said County and State, personally appeared Rod Kalisek, known to me to be the Owner of Carnage Glen and acknowledged to me that he/she executed this document on behalf of said corporation.

WITNESS my hand and official seal.
Kay Semin Notary Public

