

12.00

BLOCK

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LAW
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Dan J. Galt

INST. NO 2000

REGISTER OF DEEDS

008421

2000 MAR -1 A 11:27

Lakeside Village Lot 1 and 2 and outlot A and outlot B

01/28/2000 22:58 FAX

4824210310 TIME WARNER CABLE

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JAN 28 '00 10:15

CABLE TELEVISION INSTALLATION AGREEMENT

Agreement, dated 1-29-00 between Time Warner Cable a division of Time Warner Cable, a division of Time Warner Entertainment Company, L.P. ("Time Warner Cable") and LAKESIDE LLC ("Owner"). In consideration of the mutual promises and conditions hereinafter set forth, and payment of \$1.00 and other good and valuable consideration by Time Warner Cable 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 LAKESIDE VILLAGE whose address is 701 LAKESIDE DR. described as apartments consisting of 338 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. Time Warner Cable operates a cable television system in the City of Lincoln pursuant to a Franchise dated August 5, 1985 (the "Franchise"). Time Warner Cable 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 Time Warner Cable; service and maintenance of the Equipment will be provided by Time Warner Cable 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 Time Warner Cable and such residents.

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

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

5. Interference. Time Warner Cable may, at its option, utilize or modify any master antenna (MATV) system presently on the Premises if necessary to facilitate distribution of Time Warner Cable's service. If any such MATV system interferes with Time Warner Cable's service hereunder,

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Time Warner Cable
Attn: Jerry Fischel
5400 S 16
68512

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 Time Warner Cable. The purpose of this clause is to avoid the installation of any incompatible system which might interfere with the services provided by Time Warner Cable.

6. Term; Termination; Successors. This Agreement shall continue for the duration of the Franchise and any extensions thereof unless Time Warner Cable shall earlier determine that it is technically or economically impractical to continue to provide service hereunder. Time Warner Cable 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, Time Warner Cable, at its option, may remove any or all of the Equipment from the Premises, and Owner shall grant Time Warner Cable reasonable access for such removal.

8. Miscellaneous Provisions. Time Warner Cable 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.

TIME WARNER CABLE

By: Beth Scarborough
President

OWNER

By: Craig G. Bauer
Title: PARTNER OF CAKESIDE LLC

WITNESS:

State of Nebraska)
County of Lancaster)

WITNESS:

State of Nebraska)
County of Lancaster)

On Jan 31, 2000, before me a Notary Public in and for said County and State, personally appeared Beth Scarborough, known to me to be the President of Time Warner Cable and acknowledged to me that she executed this document on behalf of said corporation.

On Jan 29, 2000, before me a Notary Public in and for said County and State, personally appeared CRAIG BAUER, known to me to be the _____ of _____ and that he/she executed this document on behalf of said corporation.

WITNESS my hand and official seal.

Debbie L. Winterfeld Notary Public

WITNESS my hand and official seal.

Jill Wieser Notary Public

