

87-12438

APARTMENT AND CONDOMINIUM COMPLEX
CABLE TELEVISION EASEMENT AND MAINTENANCE AGREEMENT

Entered into as of the 29 day of August, 1988, by and between Willow Creek Apts. (hereinafter called "the Owner"), the owner or authorized agent of the owners for the apartment complex or designated to be sold in the future or individual single family dwellings of condominium complex project located at 7205 & 7107 So. 145th St., (hereinafter called the "Complex"), and United Cable Television of Sarpy County (hereinafter called "United"), Operator of a cable television and broadband communications system with the capacity to serve the complex.

WHEREAS, Owner has title to, or is the daily authorized Agent of the person holding title to, the Complex, with a legal description of:

-----See Attached Exhibit 'A'-----

and with a street address of 7205 & 7107 So. 145th St.. Said property including 60 household units, common areas and adjacent property (hereinafter referred to as "Complex") and,

WHEREAS, Owner wishes to provide cable television service for such units, and to have the equipment therefore installed in such units; and,

WHEREAS, United is willing to provide such equipment and service under the following terms and conditions.

THEREFORE, for good and valuable consideration, the receipt and of which hereby mutually acknowledged, the parties agree as follows:

1. Owner hereby grants to the United the right to supply cable television service along with other communications and information services now or hereafter offered by United, to the above-described Complex for the term of this Agreement. Such grant shall include reasonable access (with right of ingress and egress) to the Complex, all for the installation, maintenance, service and removal of the System in the event of termination.

1.1 The access specified above shall include the right to do all things on or in the Complex and associated grounds which are necessary or appropriate to the installation, maintenance or provision of that service, including the right of access for construction, reconstruction, servicing, maintenance, removal or replacement of facilities for cable television and other communications and information services, along with the solicitation of sales, marketing and disconnection of service.

9-9-88 145th St Sarpy Co NE
12438
OFFICE OF DEEDS, SARPY COUNTY, NE

INDEXED _____
PAID _____
GRANTED _____
GRANTOR _____
FILMED _____
CHECKED _____
FEE \$ 36.20

2. United hereby agrees to install in the Complex the electronic equipment necessary to provide the cable television service to all household units therein, such installation to commence as soon as reasonably possible upon execution of this Agreement.

2.1 Owner agrees that neither it nor any of its agents or employees will tamper with or make any unauthorized connection to United's facilities.

2.2 All work will be performed in a workmanlike manner, and shall be in accordance with all applicable laws, rules, and regulations of governmental authorities, including building and electrical codes. United shall restore those parts of the building and adjacent properties which are altered or damaged during the installation or maintenance of the CATV System to the condition of such parts immediately prior to such installation and maintenance.

2.3 During the term hereof, United shall maintain the cable television system in a satisfactory working condition, so that the pictures delivered to the individual households shall be at least as good a quality as the signals delivered to other subscribers to the cable television system.

3. It is understood that the tenants within the Complex individually have the option of subscribing to United's services; provided however, that United reserves the right in its sole option to refuse service, or to provide special promotional rates and schedules to certain tenants. Each tenant so subscribing shall be charged and billed individually by United for connection to the system and for the services provided, at installation charges and monthly rates set by United.

3.1 Owner shall have no financial liability for the individual tenants.

4. Alternatively, Owner may elect by execution of the Schedule A attached hereto to provide the basic and/or premium services listed therein to its tenants, at its expense. In such event, Owner agrees to make the payments to United on a monthly basis, in accordance with the terms of Schedule A attached hereto and made a part hereof.

5. Owner hereby further agrees:

5.1 That is has reviewed United's plans for installation of cable within the Complex, and agrees with installation and construction methods utilized and the contemplated location of the equipment.

5.2 That his Agreement is conditioned on United's right to provide premium services on its cable television system.

- 10-12-28 B
- 5.3 To permit United to advertise that occupants of Owner's Complex will have cable television service available, by placement of suitable advertising material in the common areas of the Complex, as approved by Owner, which approval shall not be unreasonably withheld; and to allow United's salesmen to visit individual households of the Complex, from time to time.
 - 5.4 To use its best efforts to provide reasonable prior notice to United of any underground construction in the vicinity of the Complex.
 - 5.5 To inform United of the names of any tenant terminating his/her lease, and to attempt to retain any cable equipment of United that is in the possession of tenants who have terminated their lease; to provide United of the names of all new tenants in the events Owner does not accept the election in paragraph 4 herein.
 - 5.6 To hold United harmless from any damages caused by the Owner, his agent, his tenants and occupants.

6. Term. The term of this Agreement shall be for a period of twelve (12) years from the date hereof. Following such date, this Agreement shall continue in force upon the same terms and conditions for succeeding five year terms thereafter, unless terminated by either party at the end of the initial twelve year term, or any subsequent five year term, by giving the other party written notice of such intention at least six months prior to the end of such term.

7. Notwithstanding anything contained above, United may terminate this Agreement upon sixty (60) days written notice to Owner if United is unable to install or continue the maintenance of the CATV System due to any governmental law, rule, regulation, judgement of any court, or any other similar reason beyond the reasonable control of the United.

7.1 United at all times shall retain title to and control of all facilities or equipment installed, maintained or used pursuant to the terms of this Agreement. It is specifically agreed in this connection that the wiring, cables, active and passive electronic devices so installed, maintained or used shall not be considered as fixtures to the Complex. In the event of termination of this Agreement as provided herein, whether by breach or expiration, United shall retain title to and control of the distribution equipment comprising the cable television system and, at its option may either remove same from Complex, upon such termination, or abandon such equipment in place.

8. General Terms.

8.1 In the event that, during the term hereof, the cable television service is interrupted or discontinued because of some occurrence beyond the control of the United, such discontinuance or interruption shall not be considered to be a breach of this Agreement.

- 8.2 The parties understand that United is subject to the provision of its franchise with the city or county in which the Complex is located, and to the provisions of applicable federal and state laws and regulations. Any duty or promise of United under this Agreement which conflicts with any provision of its franchise, or with applicable federal or state laws or regulations, is to that extent void. Notwithstanding, the terms of this Agreement are considered severable, and in the event that any such term is rendered inoperable or moot because of this paragraph, the Agreement shall remain in force and in being, except for such term.
- 8.3 United will use its best efforts at all times to provide products and services on the cable television system of highest interest to the tenants of the Complex; there is no guarantee, however, that any given service, channel, T.V. station or other television or radio product or service will be provided and maintained by United, who retains the full right of substitution thereof during the terms of this Agreement.
- 8.4 The terms of this Agreement shall extend to and be binding upon the heirs, successors and assigns of parties hereto and shall be enforceable at law or equity.
- 8.5 Owner understands that United has made a significant capital investment in installing the cable system in the Complex, and agrees that, during the term hereof, Owner will cause any purchaser of the Complex to assume, as assignee of this Agreement, all of the obligations of Owner hereunder; United will likewise cause any purchaser of United's cable television system to assume all the obligations of United hereunder. This contract may not otherwise be assigned except by written consent of the other party hereto, which consent shall not be unreasonably withheld. The promises, covenants, benefits and burdens hereunder shall run with the property constituting the Complex which is the subject of this Agreement.

9. NOTICES

8. All notices to be given by either party to this Agreement to the other party hereto shall be in writing. Any notice to be given to United shall be given by Certified Mail to the following persons:

If to United: United Cable Television of Sarpy County
1500 Wall Street
Bellevue, NE 68005

If to Owner:

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date first above written.

UNITED CABLE TELEVISION OF
SARPY COUNTY

By: [Signature]

Title: [Signature]

By: [Signature]

Title: _____

STATE OF ILLINOIS)
) ss
COUNTY OF KANE)

Subscribed and sworn before me this 1st day of September 1988.

My Commission Expires: December 11, 1988

JoAnne Sue Dreyler
Notary Public

Address 451 Edwards
Dundee IL 60118

/S E A L /



11-1-78

ADDITIONAL TERMS AND CONDITIONS

For: Willow Creek Apts.

In order to further define paragraph 2.2, page 2, of this Agreement, United Cable Television of Sarpy County agrees to the following:

1. United will cause to have replaced or repaired immediately, any damage incurred to PRIMARY SERVICES such as phone, water, natural gas service, etc., that has been damaged during the installation of United's cable television network within the Owner's property.
2. Any damage to NON-PRIMARY SERVICES, including landscaping, sprinkler system damage, etc., will be repaired or replaced within five (5) working days from the date that the damage was incurred. This repair time frame is subject to paragraph three (3) below.
3. In the event of landscaping and/or sprinkler system repair, the Owner will grant to United the ability to effect such repairs as dictated by weather conditions, and the availability of necessary replacement parts and/or materials.
4. The Owner will allow United's marketing staff to visit the individual households located on the Owner's grounds from time to time.

OPERATOR BY: _____

United Cable Television
of Sarpy County

BY: [Signature]

TITLE: _____

LEGAL DESCRIPTION

WILLOW CREEK APARTMENTS
700 AND 705 South 14th Street
Omaha, Nebraska 68138

Lots 1 and 2, in WILLOW CREEK REPLAT 111, a Subdivision, as
conceived, platted and recorded, in Sarpy County, Nebraska.