

ORDINANCE NO. 98-6

ORDINANCE DIRECTING LEASE OF REAL PROPERTY

WHEREAS, the Village of Chapin owns the real property described in Exhibit A, attached hereto and made a part hereof by reference, and

WHEREAS, the Village of Chapin is not presently using such property for any Village purpose, and

WHEREAS, use of such property by Triax Midwest Associates, L.P., as set forth in the Lease attached hereto as Exhibit B and made a part hereof by reference, would benefit the Village of Chapin,

BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF CHAPIN, MORGAN COUNTY, ILLINOIS:

That the President and Clerk of the Village of Chapin are hereby directed to enter into the Lease with Triax Midwest Associates, L.P., attached hereto as Exhibit B.

PASSED AND APPROVED this 4th day of November, 1998.

Ray K. Beans
President

ATTEST:

Shirley Coffman
Secretary

(SEAL)

CONFIDENTIAL

MEMORANDUM FOR THE DIRECTOR

Reference is made to the report of the Special Agent in Charge, New York, dated 1/15/54.

The report contains information regarding the activities of the Communist Party, New York, and its efforts to recruit and train members.

It is noted that the report contains information regarding the activities of the Communist Party, New York, and its efforts to recruit and train members.

The information is being furnished to you for your information.

Very truly yours,
Special Agent in Charge

Enclosed for you are two copies of the report of the Special Agent in Charge, New York, dated 1/15/54.

Very truly yours,
Special Agent in Charge

Very truly yours,
Special Agent in Charge

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Special Agent in Charge

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Special Agent in Charge



EXHIBIT A

Legal Description:

The Northwestern corner of Lots 35 and 36 in Chapin's Addition to the Village of Chapin, Morgan County, Illinois, being an area not to exceed that presently used and occupied by the Lessee on the date of said Lease Agreement.

LEASE AGREEMENT

THIS AGREEMENT, made and entered into this the ___ day of _____ 1998, by and between the Village of Chapin, (hereinafter referred to as the "Lessor"), and Triax Midwest Associates, L.P., a Missouri Limited Partnership, (hereinafter referred to as the "Lessee").

WITNESSETH:

WHEREAS, the Lessor controls and maintains the property located in Chapin, Illinois as described in "Exhibit A" (hereinafter referred to as the "property"); and,

WHEREAS, the Lessee desires to use the property to erect and maintain a cable television tower, satellite dish(es), and other telecommunications equipment.

NOW, THEREFORE, for and in consideration of the monetary consideration stated herein and in consideration of the understandings, terms and conditions hereinafter set forth, the Lessor agrees to permit the Lessee to use the property to erect and maintain a cable television tower, satellite dish(es), and other telecommunications equipment for the period stated herein and referenced in paragraph 14.

TERMS AND CONDITIONS

1. The purpose of this Agreement is to permit the Lessee to erect a cable television tower, satellite dish(es), and other equipment as necessary for the operations of Lessee's telecommunications system on the parcel of land described and attached as "Exhibit A".
2. In consideration of this Agreement, the Lessee shall pay to the Lessor on or before the date of execution of this Agreement, and prior to the effective date of any renewal thereof, the yearly sum of One Hundred Eighty Dollars (\$180.00). All checks should be made payable to:

The Village of Chapin
PO Box 213
Chapin, IL 62628

Additionally, the Lessee shall provide free basic and expanded basic programming to the Village Hall and the Fire Station in Chapin, Illinois for the term of this Agreement.

3. The Lessee shall have the right of ingress and egress over the property for the purpose of construction, operation and maintenance of its equipment.
4. The Lessee agrees that it shall restore the surface of the property, as nearly as practicable, to the same condition as it was prior to the initial construction and erection of the aforementioned tower, and any subsequent maintenance, repair and removal of the above-

described facilities.

5. (a) The Lessee shall be responsible for maintaining and repairing its facilities, and shall be responsible for paying the costs for labor, materials and supplies which are expended as a result of such repair and maintenance to the foregoing facilities.
- (b) The Lessee shall observe all sanitary laws and regulations applicable to the property, and shall keep the property in a neat and orderly condition.
6. It is mutually understood and agreed upon that the property and authority granted herein shall be subject to any easements, rights-of-way, mineral reservations or other rights upon, over, across or under the property now outstanding with third persons. The Lessor also retains to itself, its successors or assigns, the right to use the property for its own purposes, so long as such use does not interfere with the construction, erection, operation, repair or maintenance of the Lessee's equipment and function.
7. The Lessee agrees to indemnify and hold harmless the Lessor from any and all claims, demands, damages, actions, costs, including attorneys' fees, and charges which the Lessor or the Lessee may have to pay by reason of injury to any person or property, loss of life or property resulting from the condition or use of the property unless such injury or loss arises directly from the negligence of the Lessor, or any of its agencies, officers or employees, while acting within the scope of their employment.
8. (a) The Lessee shall be required to obtain, from a reputable insurance company authorized to do business in the State of Illinois, and carry liability or indemnity insurance providing as a *minimum*, limits of \$100,000 per person (personal injury) in any one claim; \$100,000 for damage to the property suffered or alleged to have been suffered, by any person or persons as the result of the operations conducted on the property; and an aggregate limit of \$300,000 for any number of persons or claims arising from any one incident with respect to bodily injuries, property damage or death resulting therefor.
- (b) The insurance certificate provided under this paragraph shall provide that said certificate will not be subject to cancellation, termination or change except after at least thirty (30) days prior written notice to the Lessor.
9. The employees or agents of the Lessor shall have the right to enter upon the property at all reasonable times during the term of this Agreement for inspection of the property, and for any other activity related to its operations within the property.
10. If at any time during the period in which this Agreement is in effect, the Lessee defaults on any obligation incurred hereunder, then this Agreement shall be subject to termination by the Lessor. All rights and benefits herein conferred shall be deemed forfeited, and the

Lessee shall quietly surrender possession of the demised property to the Lessor, *provided, however,* that before any termination shall occur under this paragraph, the Lessee shall be given written notice and be allowed thirty (30) days from date of delivery of such notice in which to cure such default or noncompliance. If said default or noncompliance is cured within the above time period, then this Agreement shall remain in full force and effect.

11. In the event of a termination for default, the Lessee will be responsible for paying to the Lessor any monetary sums due the Lessor as stated above in paragraph 2, up to and including the effective date of termination.
12. It is agreed by the parties to this Agreement that title to all structures and improvements constructed, erected or placed upon the property by the Lessee, including trade fixtures, shall vest with the Lessee. Said structures and improvements shall be removed by Lessee within sixty (60) days after the expiration, cancellation or termination of this Agreement.
13. This Agreement shall not be modified, altered or amended, except by an "Amendment to Lease Agreement," executed by all parties to this Agreement.
14. The term of this Agreement shall run concurrently with the Franchise Agreement and any renewals or extensions thereof. The effective date of this Agreement shall be the date as prescribed in the preamble to the Agreement on page 1. Notwithstanding the foregoing, Lessee may terminate this Agreement at any time with sixty (60) days prior written notice.
15. The terms, conditions and agreements made and entered into by the parties hereto are declared and agreed to be binding upon and inure to the benefit of their respective heirs, executors, administrators, successors and/or assigns.
16. This Agreement may not be assigned by either party without prior written notice to the other party. However, nothing in this Agreement shall prevent the Lessee from assigning this Agreement as collateral security for any obligations of the Lessee.

IN TESTIMONY WHEREOF, the partes hereto have subscribed their names:

LESSOR:

BY: John E. Brown

ITS: John E. Brown President

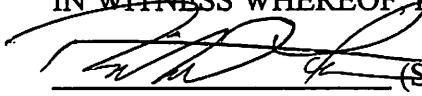
Date: 11-4-98

State of Illinois

County of Morgan

On this the 4th day of November, 1998, before me, the undersigned officer, personally appeared Jerry Beams known to me (or satisfactorily proven) to be the person whose name subscribed to the within instrument and acknowledged that he/she executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I hereto set my hand and official seal.



Notary Public
My Commission Expires: _____
OFFICIAL SEAL
(SEAL) Richard R. Freeman
Notary Public, State of Illinois
My Commission Expires 11/10/2000

LESSEE:

TRIAx MIDWEST ASSOCIATES, L.P.
BY: Triax Midwest General Partner, L.P.
Its Managing General Partner
BY: Triax Midwest L.L.C.
Its Sole General Partner

BY: _____

ITS: _____

State of Colorado
County of Denver

On this, the ____ day of _____, 199____, before me, the undersigned officer, personally appeared _____ known to me (or satisfactorily proven) to be the person whose name subscribed to the within instrument and acknowledged that she executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public
My Commission Expires: _____

EXHIBIT A

Legal Description:

The Northwestern corner of Lots 35 and 36 in Chapin's Addition to the Village of Chapin, Morgan County, Illinois, being an area not to exceed that presently used and occupied by the Lessee on the date of said Lease Agreement.