

OFFICIAL RECORDS
BOOK PAGE
2313 1689
SEMINOLE CO. FL.

CABLE TELEVISION INSTALLATION AND
SERVICE AGREEMENT

BULK BILLING

Documentary Tax Pd. \$ 554
Intangible Tax Pd.
Maryanne Morse, Clerk Seminole
County By: *[Signature]* D.C.

This document prepared by: HELEN L. MOLINARI for
Cablevision of Central Florida
3787 All American Boulevard
Orlando, Florida 32810

This Agreement is entered into this 9th day of August, 1990, by and between AMERICAN TELEVISION AND COMMUNICATIONS CORPORATION, a Delaware Corporation ("ATC") d/b/a CABLEVISION OF CENTRAL FLORIDA ("CV") and SAUSALITO CONDOMINIUM ASSOCIATION ("Customer").

WHEREAS, CV operates a cable television system in City of Casselberry PURSUANT to Ordinance Number 288, dated December 10, 1971, enacted by the City Officials of Casselberry, Florida, (the "Franchise"); and

WHEREAS, Customer is the management of a Homeowner's or Condominium Association known as Sausalito Condominium Association, whose address is 102 Madrid, Casselberry, Florida, containing 50 units, including any additional units added in the future (the "Premises"), the legal description of which is attached as Exhibit A; and

WHEREAS, Customer desires to obtain, and CV desires to provide, cable television services (the "Services") to the Premises;

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants provided herein, the parties agree as follows:

1. CABLE SYSTEM

CV will design, install, upgrade and maintain the cable television wiring and transmission equipment (the "Equipment") reasonably required to furnish cable television service to the Premises. The Equipment shall at all times remain the property of CV. Service and maintenance of the Equipment will be provided by CV in accordance with the provisions of the Franchise. *(see Exhibit "B") (see Amendment) Exh "C"*

2. TERM

The initial term of this Agreement shall commence on the date hereof and shall end at the expiration of the Franchise. Unless either party gives the other party a written termination notice ninety (90) days prior to the expiration date of this Agreement, this Agreement shall automatically renew for the successive Franchise terms, beginning on the expiration date of the initial term of this Agreement and ending on the expiration of the renewed Franchise, unless earlier terminated as provided for in this Agreement.

3. SERVICES

a. The service provided by CV to Association's homeowners shall be identical to the cable television service as provided for in the Franchise and as indicated in the attached Exhibit "B". Any/all conditions relative to the delivery of the service agreed upon will be stated herein.

b. The service agreed upon by CV and Association is the Basic Service of Channels 2-36, excluding any/all premium channels that are provided now or may be added in the future.

c. In the event the older style television sets are positioned at any of the addresses applicable to this Agreement, the level of service contracted for will not be able to be received. Association understands and agrees that CV will not provide channel selectors to receive the referenced level of service. Should this be the case, Homeowner must purchase commercially available channel selectors in order to receive the service. Each homeowner shall be responsible for providing a television set at each location capable of displaying the referenced services. However, should a Homeowner elect to subscribe to additional services, over and above the service that is contracted for, (such as, any/all premium movie channels), the channel selector will be provided by CV and applicable deposits will be charged to the subscriber.

d. Future additions or changes in CV's basic cable television service provided pursuant to the Franchise shall also be made to the Service provided to Association by CV.

e. CV may market and provide to individual homeowners, the local and distant programming services, HBO, other pay cable services, (collectively, the "Additional Services") and shall be at the sole cost and option of the individual resident or homeowner. Arrangements for marketing, installing, and billing in connection with the additional Services shall be made between CV and the individual homeowners.

4. RATES AND OTHER COSTS

a. During the term of this Agreement, Association shall pay CV \$9.50 per home, per month for the Service referenced herein. This rate will remain firm for one (1) year from the date from the date of activation with the service contracted for. Thereafter CV may increase the monthly charge for the Service at any time, but not to exceed one increase in any twelve (12) month period, upon giving Association written notice thereof at least thirty days prior to the effective date of such increase. At no time will basic cable rates and rate increases exceed rates and rate increases approved by the applicable franchising authority pursuant to the Franchise.

b. CV shall bill Association for the Service provided to the Premises one month in advance on the first day of each month. Failure to present a bill on the first day of any or all months shall not constitute a waiver of the charges for the Services provided to the Premises by CV. All amounts due for the Service provided to Association by CV under this Agreement shall be payable within thirty (30) days of the date all bills or statements are presented to Association.

c. In the event, after one (1) year of receiving the herein described service on the bulk billing concept, Customer determines that it is no longer feasible to continue the billing as herein described, Customer reserves the right to revert back to CV billing the individual subscriber based on the services selected by the individual subscriber at the applicable residential rates.

OFFICIAL RECORDS
BOOK PAGE
2313 1690
SEMINOLE CO. FL.

5. EXCLUSIVITY

Customer agrees that it shall not install, cause to be installed, or allow to be installed any other cable or subscription television service to the Premises during the term of this Agreement. Customer agrees that CV has an exclusive right to provide pay television services to the premises and that Customer will not grant, or allow others to grant, any easement or right-of-way for the purpose of delivering cable television, pay television, or similar services (other than off the air broadcast signals) by means of coaxial cable or satellite system.

OFFICIAL RECORDS
BOOK PAGE
2313 1691
SEMINOLE CO. FL.

6. EASEMENTS AND ACCESS

Customer hereby grants to CV an easement in gross covering routing necessary for installation of CV's equipment from the street to the Premises and within the Premises and each unit. In addition, Customer shall provide access to the Premises so that CV may install, maintain, or remove its equipment in connection with the Service provided hereunder, and market the Additional Services referred to in Section 3 hereof. In the event, Customer is the management of a Homeowner's Association, CV shall have a right to place its cable and equipment in such easements as are dedicated or reserved for such compatible purposes and as are more fully described in Plat Book _____ pages _____ of the Official Records of _____ County, Florida.

All routing and location of Equipment and cable is to be subject to the advance written approval of Customer, which shall not be unreasonably withheld. The foregoing easement provisions shall be construed as creating in a separate easement grant including the following additional provisions: (a) the easement grant term shall commence on the date hereof and shall end at the expiration of the Franchise except that the term shall be automatically renewed for successive Franchise terms unless either party gives the other party written notice of election to terminate ninety (90) days prior to any such expiration or renewal term expiration date as the case may be; (b) the termination of this Agreement prior to the period described in subparagraph (a) above, shall not terminate this easement. CV may use the existing easement to provide the service to individual resident or homeowner on a non-bulk billed basis; (c) the Equipment shall at all times remain the property of CV; and, (d) upon termination of this easement as provided in (a) above, CV shall have the option, but not the obligation, of removing, at its expense, any and all of the equipment originally installed or installed as replacements or repairs to that part of the system which CV owns and Customer shall provide CV reasonable access to the premises to facilitate such removal.

7. DAMAGE TO PREMISES

Any damage to the Premises caused by CV, its agents or employees, will be promptly repaired to the reasonable satisfaction of the Customer at CV's expense. Any damage caused to CV's equipment by Customer, its agents or employees, will be promptly repaired to the reasonable satisfaction of CV at Customer's expense, or at the option of CV, will be repaired by CV at Customer's expense. Customer will take all reasonable precautions to notify its tenants, residents, homeowners, contractors, agents and employees of the location of CV's equipment.

8. INDEMNIFICATION

CV shall hold harmless and indemnify Customer from and against any and all damage or claims for damage that may occur by reason of CV's construction and maintenance of the System, except loss or damage arising from any negligent act or omission of Customer, its tenants, residents, homeowners, agents or employees. Customer shall hold harmless and indemnify CV from and against any and all damages or claims for damage that may occur by reason of Customer's use of the System, except loss or damage arising from any negligent act or omission of CV, its agents or employees.

9. INFORMATION AND RECORDS

Customer agrees to supply the following information in writing to CV as follows:

- a. The name of the President of the Homeowner's Association;
- b. The total number of units in the Premises;
- c. In the case of a Homeowner's Association, the plat map and street addresses;
- d. The total number of television outlets installed in each unit;
- e. The name and address of a new tenant or homeowner upon any change in tenancy or ownership of the property.

10. TERMINATION

a. By Notice

Either party may terminate this Agreement by written notice to the other ninety (90) days prior to the expiration date of the initial term of this Agreement, or any subsequent renewal term thereof.

b. By Default

This Agreement may be terminated by either party if the other party violates any provision of this Agreement, or if such other party fails or is unable or unwilling to fulfill its duties or other obligations hereunder; provided, however, that the defaulting party shall be given notice of the default, and shall have thirty (30) days from receipt of such notice in which to cure or commence to cure the default. If cure is not commenced, or is not proceeding diligently toward completion at the end of the thirty (30) day period, this Agreement shall terminate on the date stated in the Notice.

c. Removal of Equipment

Upon termination of this Agreement, CV shall have the option, but not the obligation, of removing, at its expense, any and all of the equipment originally installed or installed as replacements or repairs to that part of the System which CV owns hereunder. In connection with such removal, Customer shall provide CV reasonable access to the Premises to facilitate such removal.

11. AMENDMENT

The provisions of this Agreement shall not be changed, amended, or supplemented except by an Agreement in writing, signed by CV and Customer.

OFFICIAL RECORDS
BOOK PAGE
2313 1692
SEMINOLE CO. FL.

page 5

12. ASSIGNMENT

Either party shall have the right to assign this Agreement, and to delegate all rights, duties and obligations hereunder, to any parent, affiliate, successor or subsidiary organization or company of such party. Customer shall make the assumption of this Agreement a condition of any sale, transfer, assignment, or devise of the Premises notwithstanding anything herein contained. If Customer is a builder/developer of the Premises than any assignment of this Agreement to any Condominium Association or Homeowner's Association shall require an adoption of the Agreement by the duly elected representatives of the Association.

OFFICIAL RECORDS
BOOK PAGE
2313 1693
SEMINOLE CO. FL.

13. ENTIRE AGREEMENT

This instrument contains the entire Agreement of the parties and supersedes any and all previous Agreements of whatever nature between them with respect to its subject matter.

14. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

15. NOTICES

All notices and other communications to be given pursuant to this Agreement shall be deemed to have been duly given (i) if personally delivered to the person being served or to an officer of the corporate party being served, or (ii) if mailed by United States certified mail, return receipt requested, postage prepaid to the parties at the following addresses:

To: CABLEVISION OF CENTRAL FLORIDA
3767 All American Boulevard
Orlando, Florida 32810
ATT: Vice President of Operations

With a copy to:
American Television and Communications Corp.
300 First Stamford Place
Stamford, Connecticut 06902-6732
ATT: Legal Department

To Customer:
SAUSALITO CONDOMINIUM ASSOCIATION
102 Madrid
Casselberry, Florida 32707
ATT: President

Either party may designate a different place or places of notice by delivering written notice thereof to the other party in accordance with this Section.

16. SEVERABILITY

In the event that any more of the clauses, covenants or provisions contained in this Agreement should be held to be unenforceable under the laws of the United States or of any state, such invalidity or unenforceability shall not affect the remainder of this Agreement, which shall remain in full force and effect, in accordance with its terms.

17. WAIVER

The waiver by either party of the breach of any provision of this Agreement shall not operate or be construed as a waiver of any other or subsequent breach hereof. The waiver of any provision of this Agreement shall not operate or be construed as a waiver of any other provision of this Agreement. All waivers of provisions of this Agreement or breaches thereof shall be in writing and executed by the waiving party.

18. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one in the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first shown above written.

AMERICAN TELEVISION AND COMMUNICATIONS CORP.
d/b/a CableVision of Central Florida ("CV")

CUSTOMER SAUSALITO HOMEOWNERS ASSOCIATION
102 Madrid
Casselberry, Florida 32707
ATT: PRESIDENT

By: W.H. Brown
W.H. Brown
Title: Vice President

By: Rochelle C. Swindle
Rochelle C. Swindle
Title: President

STATE OF FLORIDA
COUNTY OF ORANGE

STATE OF FLORIDA
COUNTY OF SEMINOLE

On October 8, 1990, before me, a Notary Public in and for said County and State, personally appeared W. H. Brown known to me to be the Vice President of ATC Corporation and acknowledged to me that he executed this document on behalf of said corporation.

On AUGUST 9, 1990, 1990, before me, a Notary Public in and for said County and State, personally appeared ROCHELLE C. SWINDLE known to me to be the PRESIDENT of SAUSALITO HOMEOWNERS ASSC and acknowledged to me that he executed this document on behalf of said ASSOCIATION

HELEN M. DANIELS
NOTARY PUBLIC
STATE OF FLORIDA
WITNESS my hand and official seal
Helen M. Daniels
Notary Public

WITNESS my hand and official seal
Martha Daniels
Notary Public

Notary Public, State of Florida
My Commission Expires March 6, 1992
Banded This Tray File - Insurance Only

Notary Public, State of Florida
My Commission expires Oct. 28, 1993

OFFICIAL RECORDS
BOOK PAGE
2313 1694
SEMINOLE CO. FL.

OFFICIAL RECORDS
BOOK PAGE
2313 1695
SEMINOLE CO. FL.

LEGIBILITY UNSATISFACTORY FOR MICROFILMING
EXHIBIT "A"

WARRANTY DEED

This Indenture, Made this 29th day of May A.D. 1979
Between THE GREATER CONSTRUCTION CORPORATION, a corporation
existing under the laws of the State of Florida, having its principal place
of business in the County of Seminole and State of Florida
and lawfully authorized to transact business in the State of Florida, party of the first part, and
RAUSALITO CONDOMINIUM ASSOCIATION, INC., a Florida corporation
Sausalito Boulevard, Casselberry, Florida 32707
of the County of Seminole and State of Florida

of the second part Witnesseth:
That the said party of the first part, for and in consideration of the sum of \$10.00 Dollars
to it in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged has granted,
bargained and sold to the said party of the second part, here and assigns forever, the following described
land situate, lying and being in the County of Seminole and State of Florida, to-wit:

That part of the SE 1/4 of Section 21, T21S, R30E, Seminole
County, Florida, described as follows: From the Northwest
corner of the SW 1/4 of the SE 1/4 of said Section 21, run N
0°05'11" E 295.49 feet along the West line of said SE 1/4 to
the Point of Beginning; thence run N 72°27'11" E 233.88 feet;
thence run 46.48 feet to the left along a curve having a
radius of 131.92 feet and a central angle of 17°42'42"; thence
run N 54°41'19" E 68.42 feet; thence run 92.94 feet to the
right along a curve having a radius of 199 feet and a central
angle of 26°45'33"; thence run S 89°25' W 403.00 feet; thence
run S 0°05'11" W 159.13 feet along the West line of the
SE 1/4 of Section 21 to the Point of Beginning.

This conveyance is made subject to taxes for the year 1979.
This conveyance is also made subject to easements and
restrictions imposed of record, if any; however, this
reference to said easements and restrictions shall not
operate to reimpose same.

DOCUMENTARY SURTAX \$22.00
FLORIDA STAMP TAX \$8.00
MAY 4 9 16 AM '79
087899

And the said party of the first part does hereby fully warrant the title to said land, and will defend the
same against the lawful claims of all persons whomsoever.

As Witness Whereof, the said party of the first
part has caused these presents to be signed in its name by
its proper officers, and its corporate seal to be affixed, attest-
ed by its secretary, the day and year above written.

Signed, sealed and delivered in presence of us:
Marian P. Kencian
John F. Lowndes
THE GREATER CONSTRUCTION CORPORATION
President

This instrument was prepared by
JOHN F. LOWNDES
Lowndes, Dunlap & Duster
P.O. Box 433, Casselberry, Florida 32707
P. O. Box 2000, Casselberry, Florida 32707

EXHIBIT "B"

CHANNEL LINE-UP

OFFICIAL RECORDS
BOOK PAGE
2313 1696
SEMINOLE CO. FL.

CHANNEL	DESCRIPTION
1	[REDACTED]
2	WTGL (52) Cocoa
3	WMFE (24) PBS/Travel Channel
4	WESH (2) NBC
5	WCPX (6) CBS
6	Real Estate Showcase
7	WFTV (9) ABC
8	ESPN
9	Sunshine Network/FNN
10	CNN
11	WOFL (35) Ind
12	WTBS (17) Atlanta
13	WGN (9) Chicago
14	USA Network
15	Lifetime
16	CNN Headline News
17	TNT
18	[REDACTED]
19	AMC/Movietime
20	[REDACTED]
21	[REDACTED]
22	Nashville Network
23	Learning Channel
24	Nickelodeon
25	Arts & Entertainment
26	Discovery Channel
27	Weather Channel
28	Black Entertainment Channel
29	VH-1
30	WKCF (68) Ind.
31	C-Span
32	CVN/Community Programming
33	WMOD (43)/ HSN
34	Family Channel
35	Univision
36	MTV

These channels not included in the bulk billed service of Channels 2-36 herein stated in the Agreement. These channels are available to the individual subscriber on an individual basis and would be invoiced directly from CV.

*to exhibit
"C"*

OFFICIAL RECORDS
BOOK PAGE
2313 1697
SEMINOLE CO. FL.

AMENDMENT

This document is to be attached and made part of the Cable Television and Installation Agreement made between American Television and Communications Corporation, (ATC), d/b/a CableVision of Central Florida (CV) and Sausalito Condominium Association, (Customer) dated August 9, 1990.

CV has recommended and Customer has agreed that a rebuild of the existing cable system is necessary. The results of a pre-engineering study completed by our engineers has determined that the exterior cable lines need to be replaced in order to accommodate expansion of the additional outlet in each unit. Additionally, our intent is to re-wire all the apartments, disconnect your existing MATV (master antenna) system, and tie our distribution system to these outlets.

SAUSALITO HOMEOWNERS ASSOCIATION
BY: *Rochelle P. Smith, Pres*