

APPENDIX I

CABLE TELEVISION PERMIT OF THE TOWN OF FT. TOWSON, OKLAHOMA

AN ORDINANCE GRANTING TO FT. TOWSON CABLE TV COMPANY, ITS SUCCESSORS AND ASSIGNS, A PERMIT TO LOCATE, CONSTRUCT, MAINTAIN AND OPERATE A COMMUNITY ANTENNA SYSTEM FOR THE TRANSMISSION OF TELEVISION SIGNALS IN THE TOWN OF FT. TOWSON, OKLAHOMA: AUTHORIZING THE USE, RIGHT, PRIVILEGE, POWER AND AUTHORITY TO CONSTRUCT, MAINTAIN, OPERATE AND REMOVE IN, OVER AND ACROSS THE STREETS, AVENUES, PARKWAYS AND PUBLIC PLACES THE POLES, TOWERS, WIRES, LINES, CABLES AND OTHER NECESSARY EQUIPMENT FOR THE OPERATION OF THE COMMUNITY ANTENNA SYSTEM IN THE TOWN OF FT. TOWSON, OKLAHOMA: PROVIDING FOR THE REGULATION THEREOF; PROVIDING FOR THE PROPER INSURANCE AND PERMIT FEES.

Section 1. There is hereby granted by the Town of Ft. Towson, Oklahoma, hereinafter called "Town", to Ft. Towson Cable TV Company, hereinafter called "GRANTEE", its successors and assigns, the right and privilege, for a period of twenty-five years from the effective date of this Ordinance, to install, construct, maintain and operate in the present and future streets, alleys and public ways of the Town of Ft. Towson, Oklahoma, and its successors, poles, towers, wires, lines, cables and other equipment and facilities for the purpose of providing, operating and extending to the citizens of Ft. Towson, Oklahoma, and the inhabitants thereof, a community antenna system for the transmission of television and related signals.

There is hereby granted the further right, privilege and authority to the grantee to lease, rent or in any other manner, obtain the use of such towers, poles, lines, cables and other equipment and facilities from any and all holders of public licenses and franchises within the corporate limits of the Town of Ft. Towson, and to use such towers, poles, lines, cables and other equipment and facilities subject to all the existing and future ordinances and regulations of the Town, and in the event that any present or future streets, alleys or public ways of the Town of Ft. Towson, Oklahoma, are not already equipped with poles, wires, lines, cables and other equipment and facilities that can be utilized for the purpose of providing, operating and extending to the Town of Ft. Towson, Oklahoma, and the inhabitants thereof, a community antenna system for the transmission of television and related signals by the Grantee, then in that event the Grantee shall submit plans and specifications to the Town Council of Ft. Towson, Oklahoma, for approval showing the location and details of any additional poles, towers, lines, cables, wires and other equipment and facilities erected or constructed in the present or future streets, alleys and public ways of the Town of Ft. Towson, Oklahoma, for the purpose of providing the services herein

authorized.

Section 2. The grantee shall at all times make and keep full and complete plate, maps and records showing the location of all equipment used by said grantee in the Town of Ft. Towson, Oklahoma.

Section 3. The grantee shall defend the Town against any lawful claim for injury to any property caused by the grantee in the construction or operation of its property; and in the event of the determination of such liability, shall indemnify the Town. The grantee herein, its successors and assigns, shall indemnify and hold harmless the Town of Ft. Towson, Oklahoma, from any and all liability, claims, demands or judgments growing out of any injury to any person or property as the result of the violation of failure on the part of the grantee, its successors and assigns to observe its proper duty, or because of negligence, in whole or in part, arising out of the construction, repair, extension, maintenance or operation of its equipment of every kind or character used in connection with this permit.

Section 4. All installation of equipment shall be of a permanent nature, durable and installed in accordance with good engineering practices, and of sufficient height to comply with all existing Town regulations, ordinances and state laws so as not to interfere in any manner with the rights of the Public, or individual property owners, and shall not interfere with the travel and use of public ways by the public, and during the construction, repair or removal thereof, shall not obstruct or impede traffic.

Section 5. The Town of Ft. Towson, Oklahoma, reserves the right of reasonable regulation of the erection and construction of any work by the grantee, and to reasonable designate where such work and construction are to be placed. The grantee shall, when requested by the Town, make minor changes in its equipment to conform to the reasonable and necessary requirements of small localized areas. Such changes to be effected in a reasonable time after a request is made. The grantee shall have the right to install its own pole system.

Section 6. The grantee shall have the right to assign this permit, subject to the approval of the Town of Ft. Towson, Oklahoma.

Section 7. The grantee shall procure and furnish and file with the Town Clerk the following insurance policies:

- A. Workmen's Compensation Insurance in accordance with the Laws of the State of Oklahoma.
- B. Public Liability Insurance with limits of not less than \$25,000.00 to any one person, and \$50,000.00 to any one accident.
- C. Automobile Liability Insurance with limit of not less than \$25,000.00/\$50,000.00

property damage and public liability.

- D. Property Damage Insurance with a limit of not less than \$5,000.00 for any one singular accident.

Section 8. This permit may be forfeited by the Town upon the failure or refusal of the grantee, its successors and assigns, to observe terms and provisions of this permit. Such forfeiture may be exercised by service of notice upon the grantee of failure to observe the terms hereof, and upon the refusal, within a 90 day period, to eliminate and obviate such failure or violation.

Section 9. The grantee herein shall pay to the Town of Ft. Towson, Oklahoma, as a permit fee and as compensation for the use and privileges enjoyed herein, the sum of ____dollars (\$____) per year for a period of ____ years from date; provided, however, that if sales and distribution are sooner had as provided herein, then in that event, grantee shall pay to said Town _ percent (_%) of the gross income on every outlet derived by grantee pursuant to this Ordinance. Such fee shall be paid annually, and the payment thereof shall be on or before the ____ day of _ of each succeeding year. The payment provided for herein shall be in lieu of any other tax or increased rate of tax of other imposed assessment or charge, except ad valorem taxes; provided, further, that this permit shall be void and terminate if actual installation of equipment for transmission of television signals be not begun on or before four (4) months from the date hereof.

Section 10. This permit is not exclusive, and nothing herein contained shall be construed to prohibit the Town from granting like privileges to any other person, firm or corporation.

Section 11. If any section, sentence, clause or phrase of the Ordinance is, for any reason, held illegal, invalid or unconstitutional, such invalidity shall not affect the otherwise valid portions of this Ordinance, and such portions declared to be illegal, invalid or unconstitutional are hereby repealed.

Section 12. All ordinances in conflict with this Ordinance are hereby repealed, provided, however, that rights which have been vested in the grantee by prior ordinances are hereby confirmed and ratified and such rights are hereby amended to grant the additional rights, powers, licenses and privileges conferred herein.

Section 13. By reason of the fact that the Town of Ft. Towson, Oklahoma, is desirous of continued growth and expansion, and for the purpose of protecting and promoting the public health, safety and welfare of said Town and its inhabitants, it is hereby declared that an emergency exists, by reason whereof this Ordinance shall become effective immediately upon its passage, approval and publication.

PASSED AND APPROVED and the emergency voted on separately and passed this 7th day of _____.