

NAME	Cont'd.	ADDRESS
Phillips Petroleum Company		Houston, Texas 77001
St. Louis Southwestern Railway Company		Tyler, Texas 75701
of Texas		
Pg. 3-Citation, TITUS 10:00 A. M. Meeting, May 23, 1972		
Shell Oil Company		Houston, Texas 77001
Central Marketing Region		Dallas, Texas 75222
Southwestern Bell Telephone Company		Mt. Pleasant, Texas 75455
Southwestern Electric Power Company		Dallas, Texas 75222
Southwestern Transportation Company		Quitman, Texas 75783
Wood County Electric Cooperative, Inc.		Rochester, New York 14644
Exrex Corporation		

SPECIAL SESSION

May 19, 1972

LET IT BE REMEMBERED THAT THE TITUS COUNTY COMMISSIONER'S COURT met in Special meeting/at 9:00 A. M. in the Courthouse in Mt. Pleasant. The following members present;

JOHN W. MASON	County Judge
Rayford Taylor	Commissioner Precinct #1
T. O. Raney	Commissioner Precinct #3
Dan Bynum	Commissioner Precinct #4
Bert B. Parr	Commissioner Precinct #2
Allen-LaPrade	County Clerk

IN THE MATTER OF APPROVING DEPUTATION AND BOND OF BILLIE HARGROVE:

Motion made by commissioner Raney that deputation and bond of Billie Hargrove be approved as deputy Tax Assessor and collector. Motion seconded by Commissioner Taylor. Motion carried.

IN THE MATTER OF PAYING PRECINCT EMPLOYEES:

Motion made by Commissioner Bynum and seconded by Commissioner Raney to pay Precinct Employees. Motion carried.

IN THE MATTER OF ENTERING INTO AN AGREEMENT WITH TEXARKANA-BOWIE COUNTY JUVENILE CENTER:

Motion made by Commissioner Parr and seconded by Commissioner Taylor to enter into an agreement with Bowie County to use Texarkana- Bowie County Juvenile Center, for juveniles of Titus County. Motion carried.

LEASE ON COMMODITY WAREHOUSE

THE STATE OF TEXAS "()

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TITUS ()

That We, Lon B. Bates, Leo Wilson and Traylor Russell, of Titus County, Texas, herein called Lessors, for and in consideration of the sum of ONE (\$1.00) DOLLAR and other good and valuable considerations to us paid by Titus County, Texas, herein called Lessee, do hereby lease and let unto Lessee the brick building located in Block 135 of the City of Mt. Pleasant, Titus County, Texas, and which is situated at the intersection of North Washington Avenue and East Eleventh Street in said City of Mt. Pleasant, together with all of the area lying between said building and North Washington Avenue and East Eleventh Street, as well as access to the back of the building. However, this access to the back of the building does not include the permanent parking of motor vehicles; and said lease being subject to the following terms and conditions, to-wit:

- (1) This lease is for a term of one (1) year beginning June 1, 1972, with an option for an additional two (2) years. The holding over by Lessee at the end of the 1-year term shall be considered as exercising the option.
- (2) The rent for the said building and leased land is \$200.00 per month, which shall be paid to "Traylor Russell Rent Account", at P. O. Box 1135, Mt. Pleasant, Texas.
- (3) Lessee will make no changes or additions in or to the building save and except with the written consent of Lessors.

(4) Lessee will keep the leased premises in a good and sightly condition and will obey all laws or regulations pertinent thereto.

(5) Upon the termination of this lease, Lessee agrees to peaceably remove from the leased premises all of its property and surrender the same in as good condition as of the beginning of this lease, reasonable use, wear and tear excepted.

(6) The payment of all utilities shall be at Lessee's expense, as well as any deposits required for any of the utility connections.

WITNESS OUR HANDS, this, the 10th day of May, 1972.

Lon E. Bates
 Leo Wilson
 Traylor Russell
 LESSORS

ACCEPTED:

TITUS COUNTY, TEXAS

By: /s/ John W. Mason
 County Judge

LESSEE

THE STATE OF TEXAS ()
 COUNTY OF TITUS ()

BEFORE ME, the undersigned authority, on this day personally appeared Lon E. Bates, Leo Wilson and Traylor Russell, known to me to be the persons whose name is subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this, the 10th day of May, 1972.

(SEAL)

FaNeil G. Witherspoon, Notary Public,
 Titus County, Texas.

RESOLUTION GRANTING PERMIT TO MT. CITIES TV CABLE, INC.

A Resolution Granting a Permit to Mt. Cities TV Cable, Inc., Its Successors and Assigns, to Operate and Maintain a Community Television System in the County; Setting Forth Conditions Accompanying the Grant of Permit; Providing for the County Regulation and Use of the Community Television System; and Prescribing Penalties for the Violation of Its Provisions.

Be It Resolved by the Commissioner's Court of the County of Titus, State of Texas.

SECTION 1 - DEFINITIONS. For the purposes of this Resolution, the following terms, phrases, words, and their derivatives shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

1. "Company" is the grantee of rights under this Permit, Company name Mt. Cities TV Cable, Inc.
2. "Court" is the County Commissioner's Court of the County of Titus, State of Texas.
3. "Person" is any person, firm, partnership, association, corporation, company, organization or individual of any kind.
4. "System" of "CATV System" shall mean a community antenna television system, including the lines, fixtures, equipment, attachments, and all appurtenances used in the construction, operation and maintenance of the community antenna television system herein authorized.

SECTION 2 - GRANT OF AUTHORITY. The County hereby grants to the Company, and to its successors and assigns, a non-exclusive permit to construct, extend, maintain, and operate a CATV system in the County for the interception, distribution, and sale of radio and television signals, both closed circuit and off-the-air, to inhabitants of the County; and the Court further grants to the Company, its successors and assigns, rights of way

in, upon, over, under, across, and along the streets, alleys, and public grounds of the County, now laid out or dedicated and all extensions thereof and additions thereto in the County, for its use for the purpose of erecting, constructing, operating, maintaining, and repairing all necessary, appropriate of convenient poles, pole lines, posts, wires, coaxial cables, cross-arms, braces, conduits, manholes, and all other useful fixtures and appurtenances necessary to properly construct, extend, maintain, and operate a television antenna service system in the County for the interception, distribution, and sale of television and other signals to the inhabitants of the County.

The rights herein granted shall be subject to the requirements that the Company shall so set and erect its said fixtures and appurtenances along said public ways so as not to interfere with the ordinary travel and desired use of said ways, and shall in a like manner maintain said equipment during the term of this permit.

SECTION 3 - TERM. The term of the permit granted herein shall be twenty-five years, effective as of the date this Resolution is passed by the Court. Company shall have an option to renew this Permit.

SECTION 4 - CONDITIONS OF USE.

1. In case of any disturbance of pavement, sidewalk, driveway or other surfacing, the Company shall, at its own cost and expense replace and restore such paving, sidewalk, driveway or surface to as good condition as before work was commenced and shall maintain the restoration in an improved condition for sixty (60) days thereafter.

2. In the event that any time during the period of this permit the County shall lawfully elect to alter or change the grade of any public way or place, the Company, upon reasonable notice by the County, shall remove, relay, and relocate its poles, wires, cables, underground conduits, manholes and other fixtures at its own expense.

3. The Company shall, on the request of any person holding a building moving permit issued by the County, temporarily raise or lower its wires to permit the moving of buildings. The expense of such temporary removal, raising or lowering of wires shall be paid by the person requesting the same, and the Company shall have the authority to require such payment in advance. The Company shall be given not less than forty-eight (48) hours advance notice to arrange for such temporary wire changes.

4. The Company shall not place poles or other fixtures where the same will interfere with any gas, electric, or telephone fixture, water hydrant or main and all such poles or other fixtures placed in any street shall be placed in the right of way between the roadway and property line as directed by the County Engineer or his authorized representative.

5. During the term of this Permit, Company shall file with the County Clerk a true and accurate map showing the exact location of all underground cables and equipment, if any, together with a statement showing the exact nature of the same. Such maps shall be kept current with appropriate additional filings as may be requested from time to time by the County Engineer or his authorized representative.

SECTION 5 - INDEMNIFICATION; LIABILITY INSURANCE. The Company shall save and hold harmless the County from any suit, judgment, execution, claim or demand whatsoever which may be asserted or recovered against it based upon or arising out of the construction, maintenance, or operation of the system or any part thereof. This shall be guaranteed to the County by a public liability and property damage policy naming the County as co-insured, and approved by the County, in the amount of not less than \$25,000.00 on any one person and \$50,000.00 for any one accident public liability and \$5,000.00 for any one accident, property damage, to be negotiated and paid for by the Company. Certificate of coverage shall be provided to the County, and the County shall be notified by the insurer thirty (30) days in advance of any cancellation or termination of any such policy.

SECTION 6 - USE OF SYSTEM BY COUNTY. The County shall have the right to use, without cost, all poles within the County erected by the Company for the purpose of stringing wires for its electrical distribution, fire alarm and police signal system; provided, the Company shall assume no liability or be put to any additional expense in connection therewith, except maintenance of poles, and that the use of such poles by the

County shall be in such a manner as not unnecessarily to interfere with the Company's use of same.

SECTION 7 - QUALITY STANDARDS. The Company shall, to the best of its ability, provide audio and video signals of uniform quality commensurate with the state of the art in the industry. No subscriber shall receive a signal significantly inferior to that of any other subscriber, and the signals shall meet such standards as may be promulgated by the Federal Communications Commission and the National Cable Television Association. Installation and service shall also conform to the National Electric Code of the National Bureau of Fire Underwriters. Radiation limits shall not exceed those specified by Part 15 of the Rules of the Federal Communications Commission.

SECTION 8 - EXTENT OF SERVICE. The services provided by the Company under this permit shall be made available to any financially-responsible household desiring such service, and which can be served within one hundred fifty (150) feet of existing cables and lines of the Company's distribution system. Service may be rendered to potential customers located more than one hundred fifty (150) feet from a distribution line upon individual negotiation with the Company.

SECTION 9 - PENALTIES. Any violation by the Company, its vendee, lessee or successor or assign of the provisions of this permit or any material portions thereof, or the failure promptly to perform any of the provisions thereof, shall be cause for the forfeiture of this permit and all rights hereunder to the County after written notice to the Company and continuation of such violation, failure or default for a period of more than ninety (90) days after receipt by the Company of said notice thereof; provided, however, that before the permit may be terminated and cancelled the Company shall be provided with an opportunity to be heard before the Court.

SECTION 10 - SEPARABILITY. If any section, subsection, sentence, clause, phrase or portion of the Resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

ENTERED, ADOPTED, AND APPROVED, this the 8 day of May, 1972.

ATTEST:

Allen LaPrade, County Clerk,
Titus County, Texas.

John W. Mason
County Judge

Rayford Taylor
Commissioner, Precinct 1

Commissioner, Precinct 2

T. O. Raney
Commissioner, Precinct 3

Dan Bynum
Commissioner, Precinct 4

MT. CITIES TV CABLE, INC.

By Ben H. Irvin, Mgr.

The above and foregoing minutes were read and approved for me on this the 31st day of May, 1972.

John W. Mason
County Judge, Titus County, Texas.

Allen LaPrade
County Clerk, Titus County, Texas.

REGULAR SESSION

LET IT BE REMEMBERED THAT THE TITUS COUNTY COMMISSIONER'S COURT met in Regular Session on Monday, June 12, 1972 at 9:00 A. M. Meeting was held in County Courthouse in Mt. Pleasant, the following members present:

John W. Mason
Rayford Taylor

County Judge
Commissioner Precinct #1