

An ordinance granting an non-exclusive franchise for a period of ten (10) years to CABLEVISION of TEXAS III, L.P. (d.b.a. CABLEVISION). for the construction, maintenance and operation of a community antenna system and lines of television co-axial cables, including poles, wires, land fixtures where necessary upon, along, through and over and under streets, alleys, bridges and other public places of the CITY of OVERBROOK, KANSAS. Be it ordained by the CITY COUNCIL of the CITY of OVERBROOK, KANSAS as follows:

SECTION 1. In consideration of the benefits to be derived by the citizens and inhabitants of the CITY of OVERBROOK, KANSAS, and the privilege license to be paid as hereinafter set out, there is granted to CABLEVISION of TEXAS III, L.P. (d.b.a. CABLEVISION), hereinafter called grantee, its successors and assigns, for a period of ten (10) years from the effective date of this ordinance, exclusive right, privilege and authority to construct, maintain and operate a plant or plants and system for the distribution and transmission of television signals and operation of a community antenna system and lines of television co-axial cables, including poles, wire, and fixtures where necessary upon, along, through, over and under streets, alleys bridges and other public places of the CITY of OVERBROOK, KANSAS, subject to the ordinances, rules, and regulations of the CITY of OVERBROOK, KANSAS, and subject to the conditions of the provisions of this ordinance.

SECTION 2. The grantee agrees to a mid-term performance review at the end of the first five (5) years of this franchise. The following criteria shall be used as a basis for determining satisfactory performance:

1. Addition of Prime Sports, will be completed by September 1, 1996.
2. Timely response to customers complaints and concerns.
3. Continued quality reception.
4. Maintain the level of service on the Overbrook system with cable systems in similarly situated communities in the geographic area.

SECTION 3. 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 lines of the CITY of OVERBROOK, KANSAS and use of such towers, poles, lines cables and other equipment and facilities, subject to all the existing and future ordinances and regulations of the CITY of OVERBROOK, KANSAS.

SECTION 4. The grantee, its successors or assigns, may from time to time declare, make and enforce reasonable rules and regulations as conditions for the sales and distribution by it of television signals to any, firm or corporation.

SECTION 5. Whenever the grantee shall cause any opening, alteration or change what so ever to any owned or controlled by the CITY of OVERBROOK, KANSAS for any purpose, the work shall be completed within a reasonable time, and the grantee shall upon the completion of such work restore the property disturbed or changed to as good a condition as it was before such opening, alteration or change, and shall hold the CITY of OVERBROOK, KANSAS, free and harmless and free from all claims and damages arising from or by reason of the laying or erection, construction, maintenance or operation of said cables, laterals or the distribution system or accessories thereto.

SECTION 6. Whenever the CITY of OVERBROOK, KANSAS, finds that the construction of any of its streets and properties requires the relocation of any part of grantee's system, the CITY of OVERBROOK, KANSAS, may order the grantees to relocate the grantee's properties therefore, and shall be done at the sole expense of the grantee.

SECTION 7. The rights and privileges granted in this ordinance are upon the following terms and conditions:

As a permit fee and as compensation for the rights and privileges enjoyed hereinafter, the grantees shall pay to the CITY of OVERBROOK, KANSAS, on a quarterly basis an amount equal to three (3) percent of their gross income from revenues for the preceding quarter. The city shall have all reasonable rights of inspection and audit of the grantee's books and records. The permit fee herein provided shall be in lieu of any privilege tax.

SECTION 8. In the event the television service or the community antenna system shall be interrupted or fail to function by reason of act of God, accident or cause otherwise beyond the control of the grantee, the grantee shall restore the service in a reasonable time and such interruption shall not constitute a breach of this franchise.

SECTION 9. If any of the provisions of this ordinance shall be held invalid or void, it shall not effect the validity of the remainder, but the remainder shall stand.

SECTION 10. The City shall publish the executed Franchise Ordinance in the local newspaper. A copy of the publication shall be sent to the Grantee.

PASSED THIS 8<sup>th</sup> day of November, 1995