


RESOLUTION NO. 2000-10

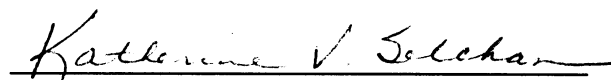
A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, BROWARD COUNTY, FLORIDA, APPROVING AN ASSIGNMENT AGREEMENT BETWEEN BROWARD COUNTY AND TOWN OF SOUTHWEST RANCHES, CONSENTED TO BY COMCAST CABLEVISION OF BROWARD COUNTY, INC. OF CABLE TELEVISION FRANCHISE; AND AUTHORIZING THE MAYOR, VICE MAYOR, AND TOWN ATTORNEY TO EXECUTE SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE THEREFOR.

NOW, THEREFORE BE IT RESOLVED by the Town Council of the Town of Southwest Ranches, Florida:

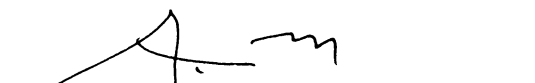
The Mayor and Town Attorney are authorized to execute the attached Assignment Agreement between Broward County, a municipal corporation of the State of Florida, hereinafter referred to as "ASSIGNOR," and the Town of Southwest Ranches, hereinafter referred to as "ASSIGNEE," and consented to by Comcast Cablevision of Broward County, Inc., a Delaware Corporation, hereinafter referred to as "Comcast" or the "FRANCHISEE," assigning to ASSIGNEE all the rights, interests, and duties of the ASSIGNOR under the Franchise Agreement, as well as bestowing upon the ASSIGNEE all benefits of said Agreement.

ADOPTED by the Town Council of the Town of Southwest Ranches, Broward County, Florida, this 8<sup>th</sup> day of August, 2000.

  
\_\_\_\_\_  
Mecca Fink, Mayor

  
\_\_\_\_\_  
Interim Town Clerk

Approved as to Form and Correctness:

  
\_\_\_\_\_  
Gary A. Poliakoff, J.D., Town Attorney

**ASSIGNMENT AGREEMENT**

Between

**BROWARD COUNTY**

and

**TOWN OF SOUTHWEST RANCHES**

consented to by

**COMCAST CABLEVISION OF BROWARD COUNTY, INC.**

of

**CABLE TELEVISION FRANCHISE**

This is an Assignment Agreement, made and entered into by and between: **BROWARD COUNTY**, a political subdivision of the state of Florida, hereinafter referred to as "ASSIGNOR,"

and

**TOWN OF SOUTHWEST RANCHES**, a municipal corporation of the state of Florida, hereinafter referred to as "ASSIGNEE,"

and

Consented to by **COMCAST CABLEVISION OF BROWARD COUNTY, INC.**, a Delaware corporation, hereinafter referred to as "Comcast" or the "FRANCHISEE."

WHEREAS, pursuant to Broward County Ordinance No. 77-21, effective May 10, 1977; as amended by Ordinance No. 79-5, effective March 5, 1979; Ordinance No. 83-60, effective September 1, 1983; Ordinance No. 85-7, effective March 5, 1985; Ordinance No. 85-68, effective December 2, 1985; Ordinance No. 88-08, effective February 22, 1988; and Resolution 1998-113, effective March 3, 1998 (collectively the "Franchise"), ASSIGNOR granted a non-exclusive cable television franchise (the "Franchise Rights and Obligations") to FRANCHISEE for the service areas specified in Exhibit "A" to this Assignment Agreement, within the unincorporated areas of Broward County (the "Service Areas"); and

**WHEREAS, portions of the Service Areas were subsequently incorporated into the Town of Southwest Ranches; and**

**WHEREAS, the ASSIGNOR wishes to assign, and the ASSIGNEE wishes to acquire, the Franchise Rights and Obligations for the Service Areas within the ASSIGNEE's municipality under the terms stated herein; and**

**WHEREAS, the FRANCHISEE desires to consent to the assignment of its Franchise Rights and Obligations from ASSIGNOR to ASSIGNEE for the Service Areas, NOW, THEREFORE,**

**ASSIGNEE and FRANCHISEE hereby release ASSIGNOR from all claims related to this assignment and in consideration of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, ASSIGNOR and ASSIGNEE agree, and FRANCHISEE consents, as follows:**

- 1. ASSIGNOR hereby grants, bargains, sells, conveys, transfers, assigns, and sets over to ASSIGNEE its entire rights and duties under the Franchise and Franchise Rights and Obligations for that portion of the Service Areas within ASSIGNEE's municipality specified in Exhibit A.**
- 2. ASSIGNEE hereby accepts, assumes, and undertakes all of the duties, obligations, and rights of the ASSIGNOR under the Franchise Rights and Obligations for the Service Areas assigned, and agrees to hold the ASSIGNOR harmless for any claim or demand made thereunder involving the Service Areas assigned.**
- 3. FRANCHISEE consents to the assignment of the Franchise Rights and Obligations from ASSIGNOR to ASSIGNEE as set forth herein.**
- 4. The parties agree that this Assignment Agreement only applies to the annexed Service Areas, and that the Franchise Rights and Obligations of FRANCHISEE for any and all other areas remaining in the unincorporated area of Broward County shall continue to be subject to the authority of ASSIGNOR. The ASSIGNOR, ASSIGNEE, and FRANCHISEE agree that to the full extent possible the assigned Service Areas shall be treated as separate and apart from the remaining franchise areas in the unincorporated area of Broward County.**
- 5. This Assignment Agreement shall become effective October 1, 2000.**

**IN WITNESS WHEREOF, the parties have made and executed this Assignment Agreement on the respective dates under each signature: ASSIGNOR through its Board of County Commissioners, signing by and through its Chair or Vice Chair, authorized to execute same, the ASSIGNEE, signing by and through its Mayor, duly authorized to**


execute same, and FRANCHISEE, signing by and through its Vice President, duly authorized to execute same.

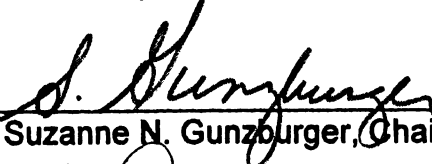
**CABLE TELEVISION FRANCHISE ASSIGNMENT AGREEMENT BETWEEN BROWARD COUNTY AND TOWN OF SOUTHWEST RANCHES, AND CONSENTED TO BY COMCAST CABLEVISION OF BROWARD COUNTY, INC.**

**ASSIGNOR**

**ATTEST:**

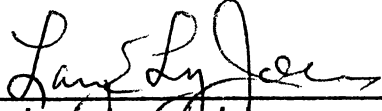
**BROWARD COUNTY, by and through its Board of County Commissioners**

  
\_\_\_\_\_  
**County Administrator and Ex-Officio Clerk of the Board of County Commissioners of Broward County, Florida**

By   
\_\_\_\_\_  
**Suzanne N. Gunzburger, Chair**  
29<sup>th</sup> day of August, 2000.



**Approved as to form by Office of County Attorney for Broward County, Florida  
EDWARD A. DION, County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, FL 33301  
Telephone: 954-357-7600  
Telecopier: 954-357-7641**

By  8/15/00  
\_\_\_\_\_  
**Larry Lymas Johnson  
Deputy County Attorney**

CABLE TELEVISION FRANCHISE ASSIGNMENT AGREEMENT BETWEEN BROWARD COUNTY AND TOWN OF SOUTHWEST RANCHES, AND CONSENTED TO BY COMCAST CABLEVISION OF BROWARD COUNTY, INC.

ASSIGNEE

ATTEST:

TOWN OF SOUTHWEST RANCHES

Katherine V. Selchan

Katherine V. Selchan  
Interim Town Clerk

By Mecca Fink  
(Print Name) MECCA FINK

Mayor of the Town of Southwest Ranches

12 day of AUGUST, 2000.

Approved as to Form:

By [Signature]  
(Print Name) GARY A. POLAKOFF, J.D.  
Town Attorney

FRANCHISEE

WITNESSES:

COMCAST CABLEVISION OF BROWARD COUNTY, INC.

[Signature]

By: [Signature]  
Craig Snedeker  
General Manager

Lisa Marie Price

LEL:wp  
7/14/00  
southwest ranches.a01  
#00-99.02

**CABLE TELEVISION FRANCHISE ASSIGNMENT AGREEMENT BETWEEN BROWARD COUNTY AND TOWN OF SOUTHWEST RANCHES, AND CONSENTED TO BY COMCAST CABLEVISION OF BROWARD COUNTY, INC.**

**EXHIBIT A**

**DESCRIPTION**

**TOWN OF SOUTHWEST RANCHES**

**ANNEXATION AREA**

**Prolongation of the East line of Tract A of ABUNDANT LIVING MINISTRIES according to the plat thereof as recorded in Plat Book 139, Page 13, of the Public Records of Broward County, Florida;**

**The next Three (3) courses being on the municipal boundary of the City of Pembroke Pines as established by Ordinance Numbers 868 and 908;**

**Thence North, on said East line of Tract A and its Southerly prolongation to the intersection with the North line of the South one-half (S 1/2) of Tract 56 in Section 3, Township 51 South, Range 40 East as shown on EVERGLADES SUGAR AND LAND COMPANY SUBDIVISION, according to the plat thereof as recorded in Plat Book 2, Page 39, of the Public Records of Dade County, Florida;**

**Thence West, on the North line of the South one-half (S 1/2) of Tracts 54, 55 and said Tract 56, all in Section 3 and as shown on said EVERGLADES SUGAR AND LAND COMPANY SUBDIVISION**

**To the Northwest corner of said South one-half**

S 1/2) of Tract 54;

Thence South, on the West line of said Tract 54 and its Southerly prolongation to the intersection with said South line of Section 3;

Thence (on the municipal boundary of the City of Pembroke Pines as established by Ordinance Number 362) Westerly on the South line of said Section 3, Township 51 South, Range 40 East, to the Southwest Corner of said Section 3, said point also being the Southeast Corner of Section 4;

The next Seven (7) courses being on the municipal boundary of the Town of Davie as established by Ordinance Number 86-14;

Thence Northerly on the West line of said Section 3, said line also being the East line of said Section 4 and on the East line of said Section 33, said line also being the West line of said Section 34 to a point on the North line of the Southeast one-quarter (SE 1/4) of said Section 33;

Thence Westerly on said North line of the Southeast one-quarter (SE 1/4) of said Section 33 to an intersection with the Northerly prolongation of the East boundary of Tract 64 in said Section 33 of FLORIDA FRUIT LANDS COMPANY SUBDIVISION NO. 1, as recorded in Plat Book 2, Page 17, of

the Public Records of Dade County, Florida;  
Thence Southerly on said Northerly prolongation and  
said East boundary of Tract 64 to the Southeast  
corner of said Tract 64;

Thence Westerly on the South line of said Tract  
64 to the intersection with the Easterly  
right-of-way line of Interstate 75;

Thence Northerly on the said Easterly  
right-of-way line of Interstate 75 to the  
intersection with the South line of the plat  
of REGENCY as recorded in Plat Book 121, Page  
48, of the Public Records of Broward County,  
Florida;

Thence Easterly on the said South line of the  
plat of REGENCY and its Easterly prolongation  
to the intersection with the East line of Section  
33, Township 50 South, Range 40 East;

Thence Northerly on the East line of said  
Section 33 and the East line of Section 28,  
Township 50 South, Range 40 East to a point on  
the centerline of the South Florida Water  
Management District Canal C-11 (South New  
River Canal);

Thence (on the municipal boundary of the Town  
of Davie as established by Ordinance Number  
74-44) Easterly on the centerline of the  
South Florida Water Management District



Canal C-11 (South New River Canal) to an intersection with the East line of Section 26, Township 50 South, Range 40 East;

The next Ten (10) courses being on the municipal boundary of Cooper City as established by Ordinance Numbers 87-10-2, 87-10-3 and 89-5-8;

Thence Southerly on the said East line of said Section 26 to an intersection with the South right-of-way line of the South Florida Water Management District Canal C-11 (South New River Canal);

Thence Westerly on said South right-of-way line to an intersection with a line 660 feet West of and parallel with the East line of said Section 26;

Thence Southerly on said parallel line to an intersection with the South line of said Section 26, said line also being the North line of Section 35, Township 50 South, Range 40 East;

Thence Westerly on the said South line of Section 26 and said North line of Section 35 to the Northwest corner of said Section 35, Township 50 South, Range 40 East;

Thence Southerly on the West line of said Section 35 to the Southwest corner of the

Northwest one-quarter (NW 1/4) of said Section  
35;

Thence Easterly on the South line of the  
Northwest one-quarter (NW 1/4) of said Section  
35 to the Southeast corner of the Northwest  
one-quarter of said Section 35;

Thence Northerly on the East line of the  
Northwest one-quarter (NW 1/4) of said Section  
35 to an intersection with the westerly  
prolongation of the South line of Tract 13 of  
said Section 35 of FLORIDA FRUIT LANDS COMPANY  
SUBDIVISION NO. 1, as recorded in Plat Book 2,  
Page 17, of the Public Records of Dade County,  
Florida;

Thence Easterly on the said Westerly prolongation  
and the said South line of Tract 13 to the  
Southeast corner of said Tract 13, said point also  
being the Northwest corner of Tract 5 of said  
Section 35 of FLORIDA FRUIT LANDS COMPANY  
SUBDIVISION NO. 1, as recorded in Plat Book 2, Page  
17, of the Public Records of Dade County, Florida;

Thence Southerly on the West line of said Tract  
5 to the Southwest corner of said Tract 5;

Thence Easterly on the South line of said Tract  
5 and its Easterly prolongation to the East line  
of said Section 35;

The next Three (3) courses being on the

municipal boundary of Cooper City as  
established by Ordinance Number 95-10-1;  
Thence Southerly on the East line of said  
Section 35 to an intersection with the Easterly  
prolongation of the North line of Tract 54 of  
said Section 35 of FLORIDA FRUIT LANDS COMPANY  
SUBDIVISION NO. 1, as recorded in Plat Book 2,  
Page 17, of the Public Records of Dade County,  
Florida;

Thence Westerly on the Easterly prolongation and  
the North line of said Tract 54 to an  
intersection with a line lying 949 feet East of  
and parallel to the West line of said Tract 54;  
Thence Southerly on said parallel line to an  
intersection with the South line of said Tract  
54, said line also being the North line of  
Tract A, Flamingo Road Baptist Church, as  
recorded in Plat Book 112, Page 34, of the  
Public Records of Broward County, Florida;  
Thence Westerly on said South line of Tract 54,  
also being the North line of said Tract A,  
Flamingo Road Baptist Church to the Northwest  
corner of said Tract A;

Thence Southerly on the West line of said Tract  
A, Flamingo Road Baptist Church and its  
Southerly prolongation to the intersection with  
the South line of Section 35, Township 50

South, Range 40 East, said point also being the  
North line of Section 2, Township 51 South,  
Range 40 East;

The next Five (5) courses being on the  
municipal boundary of Cooper City as  
established by Ordinance Number 88-12-2;

Thence Westerly on the North line of the Northeast  
one-quarter (NE 1/4) of said Section 2 to the  
intersection with the Northerly prolongation of  
the East line of SHERIDAN HOUSE PLAT NO. 2, as  
recorded in Plat Book 122, Page 42, of the Public  
Records of Broward County, Florida;

Thence Southerly along said East line and its  
Northerly prolongation to the Southeast corner of  
said SHERIDAN HOUSE PLAT NO. 2;

Thence Westerly on the South line of said SHERIDAN  
HOUSE PLAT NO. 2 to an intersection with the East  
right-of-way line of Appaloosa Trail (SW 127th  
Avenue), as recorded in Deed Book 4230, Page 626,  
of the Public Records of Broward County, Florida;

Thence Southerly on said East right-of-way line  
to an intersection with the South line of Tract  
4 of said Section 2 of THE EVERGLADES SUGAR &  
LAND CO., as recorded in Plat Book 2, Page 39  
of the Public Records of Dade County, Florida;

Thence Easterly on said South line of Tract 4  
to an intersection with the West line of the

East one-half (E 1/2) of Tracts 29 and 30 of said  
said Section 2 of THE EVERGLADES SUGAR & LAND  
CO., as recorded in Plat Book 2, Page 39 of the  
Public Records of Dade County, Florida;  
Thence (on the municipal boundary of Cooper  
City as established by Ordinance Number 87-2-3)  
Southerly on the said West line of the East  
one-half (E 1/2) of Tracts 29 and 30 of said  
Section 2 of THE EVERGLADES SUGAR & LAND CO.,  
to an intersection with the North line of  
SCHOTT MEMORIAL PLAT, as recorded in Plat  
Book 158, Page 32, of the Public Records  
of Broward County, Florida;  
The next Three (3) courses being on the  
municipal boundary of Cooper City as  
established by Ordinance Number 97-1-1;  
Westerly on the North line of said SCHOTT  
MEMORIAL PLAT, as recorded in Plat Book 158,  
Page 32, of the Public Records of Broward  
County, Florida, to the Northwest corner of  
said SCHOTT MEMORIAL PLAT;  
Thence Southerly on the West line of said  
SCHOTT MEMORIAL PLAT, to the Southwest corner  
of said SCHOTT MEMORIAL PLAT;  
Thence Easterly on the South line of said SCHOTT  
MEMORIAL PLAT and its Easterly prolongation to an  
intersection with the East line of Section 2,

Township 51 South, Range 40 East;  
Thence (on the municipal boundary of Cooper  
City as established by Ordinance Number 84-2-1)  
Southerly on the East line of said Section 2 to  
the POINT OF BEGINNING;

TOGETHER WITH;

Tract 4, and the 15 foot platted right-of-way  
lying East of and adjacent to said Tract 4, all  
lying within Section 35, Township 50 South,  
Range 40 East of FLORIDA FRUIT LANDS COMPANY'S  
SUBDIVISION NO. 1, according to the plat  
thereof as recorded in Plat Book 2, Page 17 of  
the Public Records of Dade County, Florida;

TOGETHER WITH;

Portions of Sections 4,5 and 6 of Township 51  
South, Range 40 East, together with portions  
of Sections 1 and 3 of Township 51 South, Range  
39 East, together with portions of sections  
28,29,30,31,32 and 33 of Township 50 South,  
Range 40 East, together with portions of  
Sections 25,26,27,34,35 and 36 of Township 50  
South, Range 39 East, being more particularly  
described as follows:

BEGINNING at the Southwest corner of the East  
one-half (E 1/2) of the Southwest one-quarter  
(SW 1/4) of Section 4, Township 51 South, Range  
40 East;

(The next Two (2) courses being on the municipal boundary line of the City of Pembroke Pines as established by Ordinance Number 536)

Thence Westerly, on the South line of said Section 4 to the Southwest corner of said Section 4, said point also being the Southeast corner of Section 5, Township 51 South, Range 40 East;

Thence Westerly on the South line of said Section 5 to an intersection with a line 72 feet West of and parallel with the East line of said Section 5:

Thence Northerly, on said parallel line a distance of 135.88 feet to a point on the Easterly Plat limits line of STONERIDGE LAKE ESTATES PLAT, as recorded in Plat Book 157, Page 49 of the Public Records of Broward County, Florida, said point being labeled as "P.O.B. (Parcel 1)" on said plat;

The next Five (5) courses being on the municipal boundary of the City of Pembroke Pines as established by Ordinance Number 1118;

Thence Northerly on said parallel line, a distance of 299.99 feet;

Thence Easterly a distance of 15.00 feet to an intersection with a line 57 feet West of and

parallel with the East line of said Section 5;

Thence Northerly on said parallel line, a distance of 1,559.50 feet to an intersection with the North line of Tract 51 of said Section 5, Township 51 South, Range 40 East, of FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, as recorded in Plat Book 2, Page 17, of the Public Records of Dade County, Florida, said line also being the Plat Limits line of said STONERIDGE

LAKE ESTATES PLAT;

Thence Westerly on said Plat Limits line, and on the North line of said Tract 51 and the North line of Tract 62 of said Section 5 of said plat of FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, to the Northwest corner of said Tract 62;

Thence Southerly on the West line of said Tract 62 and the West line of Tract 61 of said Section 5, of said FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, (said line described as being 15 feet East of and parallel with the West line of the Southeast one-quarter (SE 1/4) of said Section 5 by said Pembroke Pines Ordinance Number 1118) to an intersection with the Easterly prolongation of the North line of Tract 37 of said Section 5 of said FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1;



The next Two (2) courses being on the municipal boundary of the City of Pembroke Pines as established by Ordinance Number 1084;  
Thence Westerly on the North line of said Tract 37 and the Easterly prolongation thereof, and on the North line of Tract 44 of said Section 5 of said FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, to the Northwest corner of said Tract 44;

Thence Southerly on the West line of said Tract 44 and on the West line of Tracts 43, 42 and 41 and the Southerly prolongation thereof, of said Section 5 of said FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, said line being 15 feet East of and parallel with the West line of said Section 5, to an intersection with the South line of said Section 5;

The next Two courses being on the municipal boundary of the City of Pembroke Pines as established by Ordinance Number 536;  
Thence Westerly on the South line of said Section 5 and on the South line of Section 6, Township 51 South, Range 40 East to the Southwest corner of said Section 6, also being the Southeast corner of Section 1, Township 51 South, Range 39 East;

Thence continue Westerly on the South line of said Section 1, to an intersection with the East line of Tract 59 of said Section 1, as shown on THE EVERGLADES LAND COMPANY, as recorded in Plat Book 2, Page 1, of the Public Records of Dade County, Florida;

Thence (on the municipal boundary of the City of Pembroke Pines as established by Ordinance Numbers 916 and 915) Northerly on the East line of Tracts 59,54,43,38 and 27 to the Northeast corner of said Tract 27 of said Section 1 as shown on said plat of THE EVERGLADES LAND COMPANY;

The next Three (3) courses being on the municipal boundary of the City of Pembroke Pines as established by Ordinance Number 1163;

Thence Easterly on the South line of Tracts 21 and 20 of said Section 1 as shown on said plat of THE EVERGLADES LAND COMPANY, to an intersection with the East line of the West one-half (W 1/2) of said Tract 20;

Thence Northerly on the East line of the West one-half (W 1/2) of said Tract 20 to an intersection with the North line of the South one-half (S 1/2) of said Tract 20;

Thence Westerly on the North line of the South one-half (S 1/2) of said Tracts 20 and 21 of

said Section 1, to an intersection with the West line of said Tract 21, also being the East line of Tract 22 of said Section 1;

Thence (on the municipal boundary of the City of Pembroke Pines as established by Ordinance Number 916) Northerly on the East line of Tracts 22,11 and 6 to the North line of said Section 1, of said plat of THE EVERGLADES LAND COMPANY;

Thence (on the municipal boundary of the City of Pembroke Pines as established by Ordinance Numbers 916 and 910) Westerly on the North line of said Section 1, also being the South line of Section 36, Township 50 South, Range 39 East to the intersection with the East line of Tract 58 in said Section 36, as shown on THE EVERGLADES LAND COMPANY'S SUBDIVISION OF SECTION 36 & SOUTH HALF OF SECTION 25, TOWNSHIP 50 SOUTH, RANGE 39 EAST, as recorded in Plat Book 1, Page 63 of the Public Records of Dade County, Florida;

Thence (on the municipal boundary of the City of Pembroke Pines as established by Ordinance Number 907) Northerly on the East lines of Tracts 58,55 and 42 in said Section 36 as shown on said plat of THE EVERGLADES LAND COMPANY'S SUBDIVISION OF SECTION 36 & SOUTH HALF OF SECTION 25, TOWNSHIP 50 SOUTH, RANGE 39 EAST to

the Northeast corner of said Tract 42, said point also being the Southeast corner of FRONTIER TRAILS, as recorded in Plat Book 97, Page 8, of the Public Records of Broward County, Florida;

The next Three (3) courses being on the municipal boundary of the City of Pembroke Pines as established by Ordinance Number 930;

Thence Northerly on the East line of said FRONTIER TRAILS to the Northeast corner of said FRONTIER TRAILS, said corner being on the center line of the right-of-way for Southwest 51st Manor (a 50 foot right-of-way);

Thence Westerly on said center line to the Northwest corner of said FRONTIER TRAILS;

Thence Southerly on the West line of said FRONTIER TRAILS to the Southwest corner of said FRONTIER TRAILS, said point also being the Northwest corner of Tract 42 of said Section 36 of the Plat of THE EVERGLADES LAND COMPANY'S SUBDIVISION OF SECTION 36 & SOUTH HALF OF SECTION 25, TOWNSHIP 50 SOUTH, RANGE 39 EAST;

Thence (on the municipal boundary of the City of Pembroke Pines as established by Ordinance Number 907) Southerly on the West line of said Tracts 42,55 and 58 to an intersection with the South line of said Section 36;

Thence (on the municipal boundary of the City of Pembroke Pines as established by Ordinance Number 907) Westerly on said South line of Section 36 and the South line of Section 35, Township 50 South, Range 39 East to an intersection with the Southerly prolongation of the East line of SELIGMAN-KIA ACRES, according to the Plat thereof, as recorded in Plat Book 104, Page 40 of the Public Records of Broward County, Florida;

The next Four (4) courses being on the municipal boundary of the City of Pembroke Pines as established by Ordinance Number 909;

Thence Northerly on said East line of SELIGMAN-KIAACRES and its Southerly prolongation to the Northeast corner of Lot 8, Block 4, of said SELIGMAN-KIA ACRES

Thence Westerly on said North line of Lot 8, Block 4 and its Westerly prolongation to the Northeast corner of Lot 8, Block 3 of said SELIGMAN-KIA ACRES;

Thence continue Westerly on the North line of said Lot 8, Block 3 to the Northwest corner of said Lot 8, Block 3, said corner being located on the West line of said SELIGMAN-KIA ACRES;

Thence Southerly on said West line of  
SELIGMAN-KIA ACRES to an intersection with a  
line 91.69 feet North of and parallel with the  
South line of Tract 20 in said Section 35 of  
THE EVERGLADES LAND COMPANY, as recorded in  
Plat Book 2, Page 1, of the Public Records of  
Dade County, Florida, (said South line of Tract  
20 also being the South boundary of  
SELIGMAN-DURANGO WEST as recorded in Plat Book  
98, Page 48, of the Public Records of Broward  
County, Florida);

The next Three (3) courses being on the  
municipal boundary of the City of Pembroke  
Pines as established by Ordinance Number 907;

Thence Westerly on said parallel line to an  
intersection with the East line of the  
Northwest one-quarter (NW 1/4) of said Section  
35, said line also being the Centerline of the  
right-of-way of Southwest 202nd Avenue;

Thence Northerly on said East line of the  
Northwest one-quarter (NW 1/4) of said Section  
35, to an intersection with the Southerly  
boundary of TRAILS OF EL RANCHO ACRES, as  
recorded in Plat Book 93, Page 34, of the  
Public Records of Broward County, Florida;

Thence Westerly on said Southerly boundary of  
TRAILS OF EL RANCHO ACRES to an intersection

with the East line of Tract 9 of said Section  
35, of THE EVERGLADES LAND COMPANY, as recorded  
in Plat Book 2, Page 1, of the Public Records  
of Dade County, Florida;

The next Five (5) courses being on the  
municipal boundary of the City of Pembroke  
Pines as established by Ordinance Numbers 1046  
and 1041;

Thence Northerly on the East line of said  
Tracts 9 and 8 of said Section 35 and  
continuing Northerly on the East line of Tract  
57 of Section 26, Township 50 South, Range 39  
East of said plat of THE EVERGLADES LAND  
COMPANY to an intersection with a line 726 feet  
South of and parallel with the South  
right-of-way line of Griffin Road;

Thence Westerly on said parallel line to an  
intersection with a line 239.93 feet West of  
and parallel with the East line of Tracts 57  
and 56 of said Section 26 of said plat of THE  
EVERGLADES LAND COMPANY;

Thence Northerly on said parallel line to an  
intersection with the South right-of-way line  
of Griffin Road;

Thence Westerly on said South right-of-way line  
of Griffin Road to an intersection with the  
West line of Section 26, Township 50 South,

Range 39 East;

Thence Southerly on the West line of said Section 26, and continuing Southerly on the West line of Section 35, Township 50 South, Range 39 East, to an intersection with the Easterly prolongation of the North line of Tract 32 of Section 34, Township 50 South, Range 39 East of said plat of THE EVERGLADES LAND COMPANY;

The next Three (3) courses being on the municipal boundary of the City of Pembroke Pines as established by Ordinance Number 1047;  
Thence Westerly on the said Easterly prolongation and said North line of said Tract 32 to the Northwest corner of said Tract 32;

Thence Southerly on the West line of said Tract 32 to an intersection with the South line of the North one-half (N 1/2) of Tract 32 of Section 34, Township 50 South, Range 39 East;  
Thence Easterly on said South line of the North one-half (N 1/2) of Tract 32 and its Easterly prolongation to an intersection with the East line of Section 34, Township 50 South, Range 39 East, said line also being the West line of Section 35, Township 50 South, Range 39 East;  
The next Two (2) courses being on the municipal boundary of the City of Pembroke Pines as established by Ordinance Number 1046;



Thence Southerly on said East line of Section 34 also being the West line of said Section 35 to an intersection with the South line of the Northwest one-quarter (NW 1/4) of said Section 35;

Thence Easterly on said South line of the Northwest one-quarter (NW 1/4) of said Section 35 to an intersection with the Northerly prolongation of Tract 39, of said Section 35 of THE EVERGLADES LAND COMPANY as recorded in Plat Book 2, Page 1, of the Public Records of Dade County, Florida;

Thence (on the municipal boundary of the City of Pembroke Pines as established by Ordinance Number 907) Southerly on the said Northerly prolongation and the West line of Tracts 39, 42 and 55 of said Section 35 of THE EVERGLADES LAND COMPANY as recorded in Plat Book 2, Page 1, of the Public Records of Dade County, Florida said line also being the West plat limits of THE TRAILS, as recorded in Plat Book 143, Page 35 of the Public Records of Broward County, Florida to the Southwest corner of said Tract 55;

The next Two (2) courses being on the municipal boundary of the City of Pembroke Pines as established by Ordinance Number 945;

Thence Westerly on the North line of Tract 57  
of Section 35 of THE EVERGLADES LAND COMPANY as  
recorded in Plat Book 2, Page 1, of the Public  
Records of Dade County, Florida and its  
Westerly prolongation to an intersection with the  
West line of said Section 35, Township 50  
South, Range 39 East;

Thence Southerly on said West line of said  
Section 35 to the Southwest corner of said  
Section 35, Township 50 South, Range 39 East,  
said point also being the Northeast corner of  
Section 3, Township 51 South, Range 39 East;

Thence Southerly on the East line of said  
Section 3, to an intersection with the South  
right-of-way line of Stirling Road as shown on  
and dedicated by BROWARD COUNTY INTERIM  
CONTINGENCY SANITARY LANDFILL, as recorded in  
Plat Book 135, Page 7, of the Public Records of  
Broward County, Florida, said right-of-way line  
being 55 feet South of and parallel with the  
North line of said Section 3;

Thence Westerly on said South right-of-way line  
to an intersection with the East right-of-way  
line of State Road No. 25 (also known as U.S.  
Highway No. 27) as shown on the State of  
Florida Department of Transportation

Right-of-Way Map Section 86060-2516, Sheets 4,  
5, and 6 of 7, dated August 16, 1976 and last  
revised November 1987;

Thence Southerly on said East right-of-way line  
of State Road No. 25 to an intersection with  
the South line of Section 3, Township 51 South,  
Range 39 East;

Thence Westerly on the municipal boundary of  
the City of Pembroke Pines as established by  
Ordinance Number 536 to the Southwest corner  
of said Section 3, Township 51 South, Range 39  
East;

Thence Northerly on the West line of said  
Section 3, and continuing Northerly on the West  
line of Section 34, Township 50 South, Range 39  
East and on the West line of the Southwest  
one-quarter (SW 1/4) of Section 27, Township 50  
South, Range 39 East, to an intersection with  
the North right-of-way line of the South

Florida Water Management District canal C-11  
(also known as the South New River Canal) in  
said Section 27 as shown on South Florida Water  
Management District right-of-way maps for Canal  
C-11, Drawing Number C-11-3, Sheet 1 of 3;

Thence (on the municipal boundary of the City of  
Weston as established by Senate Bill 3130, 1996  
Legislature) Easterly on the said North right-of-

way line of the South Florida Water Management District Canal C-11 (South New River Canal) to a point on the East line of Section 29, Township 50 South, Range 40 East, said East line also being the West line of Section 28, Township 50 South, Range 40 East;

The next Two (2) courses being on the municipal boundary of the Town of Davie as established by Ordinance Number 74-44;

Thence Southerly on said East line to a point on the centerline of right-of-way of the South Florida Water Management District Canal C-11 (South New River Canal);

Thence Easterly on said centerline of the South Florida Water Management District Canal C-11 (South New River Canal) to an intersection with the West line of the East one-half (E ½) of the West one-half (W 1/2) of Section 28, Township 50 South, Range 40 East;

Thence (on the municipal boundary of the Town of Davie as established by Ordinance Number 86-14) Southerly on the said West line of the East one-half (E 1/2) of the West one-half (W 1/2) of said Section 28, and on the West line of the East one-half (E 1/2) of the West one-half (W 1/2) of Section 33, Township 50 South, Range 40 East, to an intersection with the North line of Tract 45 of said Section 33,

as shown on FLORIDA FRUIT LANDS COMPANY'S  
SUBDIVISION NO. 1, as recorded in Plat Book 2,  
Page 17 of the Public Records of Dade County,  
Florida;

The next Two (2) courses being on the municipal  
boundary of the Town of Davie as established by  
Ordinance Number 88-31;

Thence Westerly on the North line of said Tract  
45 (said line also being the North Plat Limits  
line of HAWKE'S BLUFF "TOO", as recorded in  
Plat Book 134, Page 25, of the Public Records  
Broward County, Florida) to an intersection  
with a line 55 feet East of and parallel with  
the West line of said Section 33;

Thence Southerly on said parallel line to an  
intersection with a line 1,400 feet North of  
and parallel with the South line of said  
Section 33;

The next Two (2) courses being on the municipal  
boundary of the Town of Davie as established by  
Ordinance Number 93-12;

Thence Westerly on said parallel line to an  
intersection with the West right-of-way line of  
Southwest 160th Avenue;

Thence Southerly on said West right-of-way  
line, to an intersection with the North line of  
Tract 6 of Section 5, Township 51 South, Range

40 East of FLORIDA FRUIT LANDS COMPANY'S  
SUBDIVISION NO. 1, as recorded in Plat Book 2,  
Page 17 of the Public Records of Dade County,  
Florida, said line also being the North Plat  
Limits of SOUTH BROWARD DRAINAGE DISTRICT as  
recorded in Plat Book 144, Page 12, of the  
Public Records of Broward County, Florida;  
Thence (on the municipal boundary of the Town  
of Davie as established by Ordinance Number  
88-50) Westerly on said North line of Tract 6  
to an intersection with the East line of the  
West one-half (W 1/2) of Tract 5 of said  
Section 5, as shown on said FLORIDA FRUIT LANDS  
COMPANY'S SUBDIVISION NO. 1, said line also  
being the Plat Limits line of ESTATES OF  
STIRLING LAKE as recorded in Plat Book 142,  
Page 6, of the Public Records of Broward  
County, Florida;

The next Nine (9) courses being on the  
municipal boundary of the Town of Davie as  
established by Ordinance Number 89-11;  
Thence Northerly on the East line of the West  
one-half (W 1/2) of said Tract 5, and on the  
East line of the West one-half (W 1/2) of  
Tracts 4, 3, 2 and 1, of said Section 5, of  
FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO.  
1, to an intersection with a line 55 feet South

of and parallel with the North line of said

Section 5;

Thence Westerly on said parallel line to an  
intersection with the West line of said Tract 1

of said Section 5;

Thence Southerly on the West line of said  
Tracts 1, 2 and 3 to the Northeast corner of  
Tract 13 of said Section 5 of FLORIDA FRUIT  
LANDS COMPANY'S SUBDIVISION NO. 1;

Thence Westerly on the North line of said Tract  
13 to an intersection with the West line of the  
Northeast one-quarter (NE 1/4) of said Section

5;

Thence Southerly on said West line to an  
intersection with the South line of Tract 10 of  
said Section 5 of FLORIDA FRUIT LANDS COMPANY'S

SUBDIVISION NO. 1;

Thence Easterly on said South line to an  
intersection with the West line of the East  
one-half (E 1/2) of said Tract 10;

Thence Northerly on said West line, to an  
intersection with a line 13.30 feet North of  
and parallel with the South line of said Tract

10;

Thence Easterly on said parallel line to an  
intersection with the West line of Tract 7 of  
said Section 5 of FLORIDA FRUIT LANDS COMPANY'S

SUBDIVISION NO. 1;

Thence Southerly on said West line of Tract 7  
and on the West line of Tract 8 of said Section  
5, to an intersection with the South line of  
the Northeast one-quarter (NE 1/4) of said  
Section 5;

The next Three (3) courses being on the  
municipal boundary of the City of Pembroke  
Pines as established by Ordinance Number 1118;

Thence Southerly on the West line of Tract 49  
of said Section 5 of FLORIDA FRUIT LANDS  
COMPANY'S SUBDIVISION NO. 1, to the Southwest  
corner of said Tract 49;

Thence Easterly on the South line of said Tract  
49, to an intersection with a line 57 feet West  
of and parallel with the East line of said  
Section 5;

Thence Northerly on said parallel line, to an  
intersection with the South line of the  
Northeast one-quarter (NE 1/4) of said Section  
5;

Thence (on the municipal boundary of the Town  
of Davie as established by Ordinance Number  
88-50) Easterly on said South line of the  
Northeast one-quarter (NE 1/4) of Section 5, to  
an intersection with the East line of said  
Section 5, said line also being the West line



of Section 4, Township 51 South, Range 40 East;  
Thence (on the municipal boundary of the Town  
of Davie as established by Ordinance Number  
88-31) Easterly on the South line of the  
Northwest one-quarter (NW 1/4) of said Section  
4, to an intersection with the West line of the  
East one-half (E 1/2) of the West one-half (W  
1/2) of said Section 4;

Thence (on the municipal boundary of the Town  
of Davie as established by Ordinance Number  
86-14) Southerly on said West line of the East  
one-half (E 1/2) of the West one-half (W 1/2)  
of said Section 4, to the POINT OF BEGINNING;

TOGETHER WITH;

A parcel of land in the West one-half (W 1/2)  
of the East one-half (E 1/2) of Section 2,  
Township 51 South, Range 39 East, said parcel  
including Lots 60, 61 and 62 and the adjacent  
right-of-way for Sylvan Pass lying North of said  
Lots, all as shown on the REPLAT OF WEST  
BROWARD INDUSTRIAL PARK, as recorded in Plat  
Book 157, Page 39, of the Public Records of  
Broward County, Florida, said parcel being  
bounded as follows:

On the South by the Northern Plat Limits line  
of the B.C.W. PLAT, as recorded in Plat Book  
162, Page 22, of the Public Records of Broward

County, Florida;

On the West by the Easterly Plat limits line of  
the BROWARD CORRECTIONAL INSTITUTION, as  
recorded in Plat Book 90, Page 12, of the  
Public Records of Broward County, Florida;  
On the North by the North line of said Lot 62  
of REPLAT OF PORTION OF WEST BROWARD INDUSTRIAL  
PARK and the Easterly extension thereof, said  
line also being the common plat limits line  
between said REPLAT OF PORTION OF WEST BROWARD  
INDUSTRIAL PARK, and the plat of BROWARD COUNTY  
INTERIM CONTINGENCY SANITARY LANDFILL, as  
recorded in Plat Book 135, Page 7, of the  
Public Records of Broward County, Florida;  
On the East by the East line of said Lot 60 of  
REPLAT OF PORTION OF WEST BROWARD INDUSTRIAL PARK  
and the Northerly extension thereof, said line  
also being the Municipal Boundary of the City of  
Pembroke Pines as established by Ordinance Number  
907;

Note: There is a history of differences in the  
interpretation of the plats of FLORIDA FRUIT  
LANDS COMPANY'S SUBDIVISION NO. 1 (Plat Book 2,  
Page 17, Dade County Records), THE EVERGLADES  
SUGAR & LAND CO. (Plat Book 2, Page 39, Dade  
County, Records), THE EVERGLADES LAND  
COMPANY, (Plat Book 2, Page 1, Dade County,

Records), and THE EVERGLADES LAND COMPANY'S  
SUBDIVISION OF SECTION 36 & SOUTH HALF OF  
SECTION 25, TOWNSHIP 50 SOUTH, RANGE 39 EAST,  
(Plat Book 1, Page 63 Dade County, Records). In

some instances, the lack of adequate  
dimensions, labels and dedication statements on  
these plats, has resulted in differences of  
interpretation with the respect to certain  
tract lines being located on the sectional  
breakdown lines or on the platted right-of-way  
lines. This legal description cannot resolve  
these differences. It is the intent of this  
legal description to match the boundary of a municipality in those  
instances where the legal description is affected by these  
differences.

**EXHIBIT "B"**

**JONES INTERCABLE,**

March 30, 1988

VIA FEDERAL EXPRESS

Broward County  
Broward County Government Center  
115 S. Andrews Avenue  
Fort Lauderdale, FL 33301



Attn: Chief of Telecommunications

Re: Broward County Ordinance No. 88-08

Gentlemen:

Pursuant to the terms of that certain Resolution No. 88-08 adopted by the Board of County Commissioners of Broward County relating to Ordinance No. 77-21, as amended by Ordinance Nos. 79-5, 85-7 and 85-68 granting a cable television franchise (the "Franchise"), you are hereby given notice that Jones Intercable, Inc., the current holder of the Franchise, has transferred all of its rights, title and interest in and to the Franchise to Cable TV Fund 14-A/B Venture, a Colorado joint venture comprised of Cable TV Fund 14-A, Ltd. and Cable TV Fund 14-B, Ltd., both Colorado limited partnerships, of which Jones Intercable, Inc. is the general partner. This transfer shall be effective as of March 31, 1988.

Very truly yours,

*Elizabeth M. Steele*  
Elizabeth M. Steele  
Vice President

EMS/cf

Broward County  
March 30, 1988  
Page Two

Cable TV Fund 14-A/B Venture hereby accepts the Franchise and hereby agrees to be bound by and to perform all of the terms and conditions of the Franchise.

CABLE TV FUND 14-A/B VENTURE,  
a Colorado joint venture

By: CABLE TV FUND 14-A, LTD.,  
a Colorado limited partnership

CABLE TV FUND 14-B, LTD.,  
a Colorado limited partnership

By: JONES INTERCABLE, INC.

By: Elizabeth Steele

(#10495)

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A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA, PROVIDING FOR THE TRANSFER AND ASSIGNMENT OF A CABLE TELEVISION FRANCHISE FROM JONES INTERCABLE, INC., TO COMCAST CABLEVISION OF BROWARD COUNTY, INC., PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Cable TV Fund 14-A/B Venture, doing business as JONES INTERCABLE, INC., ("Franchisee") holds a franchise granted by Broward County, Florida, ("COUNTY"), to operate a cable television system pursuant to Ordinance No. 77-21, effective May 10, 1977, as amended by Ordinance No. 79-5, effective March 5, 1979; Ordinance No. 83-60, effective September 1, 1983; Ordinance No. 85-7, effective March 5, 1985; Ordinance No. 85-68, effective December 2, 1985; and Ordinance No. 88-08, effective February 22, 1988 (collectively, the "Franchise");

WHEREAS, Franchisee has negotiated an Asset Agreement (the "Purchase Agreement") with Comcast Corporation, as assigned to its affiliate Comcast Cablevision of Broward County, Inc., d/b/a Comcast Communications, ("COMCAST"), pursuant to which COMCAST will acquire substantially all of the assets of the cable television system serving the COUNTY (the "System"), including its rights and obligations under the Franchise;

WHEREAS, Franchisee and COMCAST have filed a Form 394 with the COUNTY relating to the transfer of the Franchise; NOW THEREFORE,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA:

Section 1. The foregoing "WHEREAS" clauses have been represented by Franchisee and COMCAST to be true and correct, and the COUNTY, in reliance thereupon, hereby ratifies, confirms, and accepts the same as true and correct.

Section 2. COUNTY hereby authorizes and consents to the assignment and transfer by Franchisee to COMCAST and the assumption by COMCAST of all obligations

of the Franchisee from and after the closing of the transaction contemplated by the  
Purchase Agreement.

1  
2 Section 3. The foregoing consent to the assignment and transfer of the Franchise  
3 shall be effective upon the closing of the sale of the System. Notice of such closing and  
4 acceptance of the Franchise by COMCAST shall be given to the COUNTY.

5 Section 4. The consent herein granted does not constitute and shall not be  
6 construed to constitute a waiver of any obligations due the COUNTY under the transferred  
7 Franchise or applicable law.

8  
9 Section 5. COUNTY confirms that the Franchise remains in full force and effect.  
10 The COUNTY confirms, that to the best of the COUNTY's knowledge, Franchisee, is in  
11 compliance with all material terms of its Franchise and there are no pending circumstances  
12 or conduct by Franchisee which would constitute a default by Franchisee of its obligations  
13 under the Franchise.  
14

15 Section 6. The Board of County Commissioners of Broward County, Florida, does  
16 hereby find, determine, and declare the transfer of the Franchise to be in the public interest  
17 after due deliberation in a public hearing and based on representations of Franchisee and  
18 COMCAST, comments from the public and other interested parties, and information  
19 presented by COUNTY staff.  
20

21 Section 7. If any section, sentence, clause or phrase of this Resolution is held to  
22 be invalid or unconstitutional by any court of competent jurisdiction or the FCC, such  
23 decision shall not affect the validity of the remaining portions thereof. The invalidity of any  
24 portion of this Resolution shall not abate, reduce, or otherwise affect any consideration or  
25 other obligation required by the COUNTY under the Franchise.  
26

27 Section 8. This Resolution shall become effective upon its passage.

28 ADOPTED this 3<sup>rd</sup> day of March, 1998.

29  
30 MFB:fd  
31 12/18/97  
32 Jones.r01  
33 #97-018  
#97-008.01



EXHIBIT 1

ACCEPTANCE AGREEMENT

THIS ACCEPTANCE AGREEMENT is executed pursuant to Resolution No. \_\_\_\_\_; Providing for the Transfer and Assignment of the Franchise from Jones Intercable, Inc., to Comcast Cablevision of Broward County, Inc.

**Section 1.** Comcast Cablevision of Broward County, Inc., d/b/a Comcast Communications ("Comcast"), agrees that upon taking control of the Franchise transferred and assigned by Cable TV Fund 14-A/B Venture, d/b/a Jones Intercable, Inc., Comcast shall take all necessary actions to cause the Franchise system to be operated in accordance with all lawful franchise requirements and applicable federal, state and local laws then in effect.

**Section 2.** Comcast understands that it is bound by the written statements and representations and information contained in the FCC Form 394 and filed with the County in connection with the change of control as fully as if these statements and representations were set forth herein.

**Section 3.** The County agrees that, as of the delivery of the Acceptance Agreement by Comcast, Cable TV Fund 14-A/B Venture, d/b/a Jones Intercable, Inc., and its predecessor in interest shall have surrendered and otherwise relinquished any and all rights to provide cable television service in the unincorporated Broward County pursuant to the franchise granted by Ordinance 77-21, as amended, which rights shall remain vested in Comcast.

Comcast Cablevision of Broward County, Inc.  
d/b/a Comcast Communications

WITNESSES:

By \_\_\_\_\_  
LEN ROZEK  
Area Vice President for Comcast

this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

STATE OF FLORIDA )  
 ) SS  
COUNTY OF BROWARD )

I, ROGER J. DESJARLAIS, County Administrator, in and for Broward County, Florida, and Ex-Officio Clerk of the Board of County Commissioners of said County, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of Resolution Number 1998-113 as the same appears of record in the minutes of meeting of said Board of County Commissioners held on the 3rd day of March 1998.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 4th day of March 1998.

ROGER J. DESJARLAIS  
COUNTY ADMINISTRATOR

By Phyllis Heitzberg  
Deputy Clerk

( S E A L )

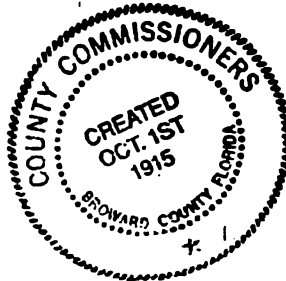


EXHIBIT 1

ACCEPTANCE AGREEMENT

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THIS ACCEPTANCE AGREEMENT is executed pursuant to Resolution No. \_\_\_\_\_; Providing for the Transfer and Assignment of the Franchise from Jones Intercable, Inc., to Comcast Cablevision of Broward County, Inc.

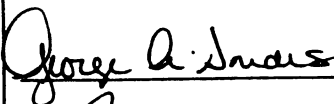

**Section 1.** Comcast Cablevision of Broward County, Inc., d/b/a Comcast Communications ("Comcast"), agrees that upon taking control of the Franchise transferred and assigned by Cable TV Fund 14-A/B Venture, d/b/a Jones Intercable, Inc., Comcast shall take all necessary actions to cause the Franchise system to be operated in accordance with all lawful franchise requirements and applicable federal, state and local laws then in effect.


**Section 2.** Comcast understands that it is bound by the written statements and representations and information contained in the FCC Form 394 and filed with the County in connection with the change of control as fully as if these statements and representations were set forth herein.

**Section 3.** The County agrees that, as of the delivery of the Acceptance Agreement by Comcast, Cable TV Fund 14-A/B Venture, d/b/a Jones Intercable, Inc., and its predecessor in interest shall have surrendered and otherwise relinquished any and all rights to provide cable television service in the unincorporated Broward County pursuant to the franchise granted by Ordinance 77-21, as amended, which rights shall remain vested in Comcast.

Comcast Cablevision of Broward County, Inc.  
d/b/a Comcast Communications

WITNESSES:

  
\_\_\_\_\_  
  
\_\_\_\_\_

By   
\_\_\_\_\_  
LEN ROZEK  
Area Vice President for Comcast

this 18 day of MARCH, 1998.

ACCEPTANCE AGREEMENT

THIS ACCEPTANCE AGREEMENT is executed pursuant to Resolution No. 1998-113, providing for the Transfer and Assignment of the Franchise from Jones Intercable, Inc. to Comcast Cablevision of Broward County, Inc.

Section 1. Comcast Cablevision of Broward County, Inc., d/b/a Comcast Communications ("Comcast"), agrees that upon taking control of the Franchise transferred and assigned by Cable TV Fund 14 A/B Venture, d/b/a Jones Intercable, Inc., Comcast shall take all necessary actions to cause the Franchise system to be operated in accordance with all lawful franchise requirements and applicable federal, state and local laws then in effect.

Section 2. Comcast understands that it is bound by the written statements and representations and information contained in the FCC Form 394 and filed with the County in connection with the change of control as fully as if these statements and representations were set forth herein.

Section 3. The County agrees that, as of the delivery of the Acceptance Agreement by Comcast, Cable TV Fund 14 A/B Venture, d/b/a Jones Intercable, Inc., and its predecessor in interest shall have surrendered and otherwise relinquished any and all rights to provide cable television service in the unincorporated Broward County pursuant to the franchise granted by Ordinance 1121, as amended, which rights shall remain vested in Comcast.

Comcast Cablevision of Broward County, Inc.  
d/b/a Comcast Communications

WITNESSES:

James K. Clemente By: LEN ROZEK  
Area Vice President for Comcast

Studia L. Jandy

this 24 day of MARCH, 1998.

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AN ORDINANCE AMENDING ORDINANCE NO. 77-21, AS AMENDED, RELATING TO A FRANCHISE TO FLORIDA GOLD COAST CABLE T.V., INC., AND ITS SUCCESSOR BROWARD CABLE T.V., INC., TO CONSTRUCT, OPERATE, AND MAINTAIN A CABLE TELEVISION SYSTEM IN CERTAIN AREAS OF BROWARD COUNTY, TO SUBSTITUTE JONES INTERCABLE, INC., AS SUCCESSOR FRANCHISEE AND TO EXTEND THE TERM OF THE FRANCHISE TO MARCH 31, 2002; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

(Sponsored by Commissioner Cowan)

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA:

Section 1. Section 2 of Ordinance No. 77-21, as amended by Ordinance Nos. 79-5, 85-7, and 85-68, is amended to read:

Sec. 2. Jones Intercable, Inc., or an affiliate of Jones Intercable, Inc. as transferee of Broward Cable T.V., Inc., as purchaser and transferee of a nonexclusive cable television permit from Florida Gold Coast Cable T.V., Inc.; or a corporation which controls it directly or indirectly, is hereby granted the non-exclusive right, privilege and franchise to construct, operate and maintain a cable television system in those unincorporated areas of Broward County bounded on the north by Oakland Park Boulevard, on the east by Interstate 95, on the south by State Road 84 and on the west by the Florida State Turnpike; and bounded on the north by State Road 84, on the east by the eastern boundary of Broward County, Florida, on the south by Sheridan Street and on the west by U.S. Highway 27, upon the terms and conditions set forth below. An affiliate of Jones Intercable, Inc. shall be defined for the purpose of this cable television franchise as any limited partnership or partnerships of which Jones Intercable, Inc., a Colorado corporation, is a general partner, or any joint venture or general partnership of which Jones Intercable, Inc. or any such limited partnership or partnerships is a general partner. The County does hereby consent to the grant by Jones Intercable, Inc., or an affiliate of Jones Intercable, Inc. which may hold the franchise of a security interest in all such rights, powers and privileges under the franchise and all of its other assets to such lending institution or institutions as may be designated by Jones Intercable, Inc. or any affiliate, which institution or institutions shall have all the rights and remedies of a secured party under the applicable Uniform Commercial Code; provided that such lending institution shall demonstrate to the satisfaction of the County within sixty (60) days of the grant of the security interest financial ability to perform the obligations of the franchisee under the franchise.

Section 2. Section 4 of Ordinance No. 77-21 is amended to read:

Sec. 4. FRANCHISE TERM

The franchise granted pursuant hereto shall terminate fifteen ~~(15) years from date of grant;~~ March 31, 2002, and may be

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renewed for successive fifteen (15) year periods on the same terms and conditions as contained herein, or such different or additional terms and conditions as may be lawfully required by the Board of County Commissioners, and consistent with the requirements of any then applicable rules and regulations of the FCC, if Grantee faithfully performs its obligations hereunder and the Board of County Commissioners in a public proceeding determines that it is otherwise qualified for renewal of its franchise.

Section 3. Section 14 of Ordinance No. 77-21 is amended to read:

Sec. 14. RESTRICTIONS AGAINST ASSIGNMENT

The franchise shall not be assigned or control of Grantee transferred without the consent of the Board of County Commissioners; ~~provided, however, that the franchise may be assigned without the consent of the Board of County Commissioners to another corporation in which the majority stockholders of the Grantee continue to hold at least as great a voting percentage of the stock of the Assignee as they own of the Grantee at the time of the assignment, and provided that the Assignee shall assume all of the duties and liabilities of the Grantee contained herein.~~

Section 4. SEVERABILITY.

If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 5. EFFECTIVE DATE.

This Ordinance shall become effective as provided by law.

ENACTED February 16, 1988

FILED WITH DEPARTMENT OF STATE February 19, 1988

EFFECTIVE February 22, 1988

JAT:ed  
2/17/88  
#87-468

STATE OF FLORIDA  
COUNTY OF BROWARD  
I HEREBY CERTIFY that the above and foregoing is a true and correct copy of Ordinance No. 88-8 as recorded in Board of County Commission records.  
WITNESS my hand and official seal this 18th day of February A.D. 1988  
L. A. MESTER, County Administrator  
BY Phyllis Leffler C.C.

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STATE OF FLORIDA    )  
                              SS  
COUNTY OF BROWARD )

I, L. A. HESTER, County Administrator,  
in and for Broward County, Florida, and Ex-Officio Clerk  
of the Board of County Commissioners of said County,  
DO HEREBY CERTIFY that the above and foregoing is a true  
and correct copy of Ordinance's Nos. 77-21; 79-5; 83-60; 85-7;  
85-68; and 88-08

as the same appears of record in the Minutes of a meeting  
of said Board of County Commissioners held on dates as listed  
on each one ~~XXXX~~                     .

IN WITNESS WHEREOF, I have hereunto set  
my hand and official seal this 23 day of September, 1988

L. A. HESTER  
COUNTY ADMINISTRATOR

By Margaret A. Martins  
Deputy Clerk

( S E A L )

JM glo

RECEIVED  
BROWARD COUNTY

DEC 03 1968  
Finance and Administrative  
Services Department

ORDINANCE NO. 85-68

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AN ORDINANCE AMENDING ORDINANCE NO. 77-21, AS AMENDED BY ORDINANCE NO. 79-5, AS AMENDED BY ORDINANCE NO. 83-60, AS AMENDED BY ORDINANCE NO. 85-7, THE NONEXCLUSIVE CABLE TV FRANCHISE OF BROWARD CABLE T.V. INC.; AS PURCHASER AND TRANSFEREE OF A NONEXCLUSIVE CABLE TELEVISION PERMIT FROM FLORIDA GOLD COAST CABLE T.V. INC.; AMENDING SECTION 2, TO CHANGE THE NAME OF BROWARD CABLEVISION, INC., TO BROWARD CABLE T.V. INC.; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

(Sponsored by Commissioner Cowan)

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA:

Section 1. Section 2 of Ordinance No. 77-21, as amended by Ordinance No. 79-5, as amended by Ordinance No. 83-60, as amended by Ordinance No. 85-7, is hereby amended as follows:

Section 2. ~~Broward-Cablevision, Inc.~~; Broward Cable T.V. Inc., as purchaser and transferee of a nonexclusive cable television permit from Florida Gold Coast Cable T.V., Inc., is hereby granted the nonexclusive right, privilege and franchise to construct, operate and maintain a cable television system in those unincorporated areas of Broward County bounded on the north by Oakland Park Boulevard, on the east by Interstate 95, on the south by State Road 84 and on the west by the Florida State Turnpike; and bounded on the north by State Road 84, and on the east by the eastern boundary of Broward County, Florida, on the south by Sheridan Street and on the west by U. S. Highway 27, upon the terms and conditions set forth below.

Section 2. SEVERABILITY.

If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

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Section 3. EFFECTIVE DATE.

This Ordinance shall become effective as provided by law

ENACTED November 12, 1985

FILED WITH DEPARTMENT OF STATE November 25, 1985

EFFECTIVE December 2, 1985

STATE OF FLORIDA  
COUNTY OF BROWARD

I HEREBY CERTIFY that the above and foregoing is a true and correct copy of Ordinance No. 85-68 as recorded in Board of County Commission records.

WITNESS my hand and official seal this 13 day of November A.D., 1985

E. J. JOHNSON, County Administrator

By: [Signature] D.C. [Signature]

SPM:ed  
O112-Q  
9/13/85  
#85-451

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RECEIVED J M  
BROWARD COUNTY

MAR 6 1985

Finance and Administrative  
Services Department

ORDINANCE NO. 85-7

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AN ORDINANCE AMENDING ORDINANCE NO. 77-21, AS AMENDED BY ORDINANCE NO. 79-5, THE NON-EXCLUSIVE CABLE TV FRANCHISE OF BROWARD CABLEVISION, INC., AS PURCHASER AND TRANSFEREE OF FLORIDA GOLD COAST CABLE T.V., INC.; AMENDING SECTION 2, RELATING TO THE FRANCHISE BOUNDARIES, PROVIDING FOR THE EXTENSION OF ONE SOUTHERN BOUNDARY FROM STIRLING ROAD TO SHERIDAN STREET; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

(Sponsored by the Board of County Commissioners)

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA:

Section 1. Section 2 of Ordinance No. 77-21, as amended by Ordinance No. 79-5, is hereby amended as follows:

Section 2. Broward Cablevision, Inc., as purchaser and transferee of Florida Gold Coast Cable T.V., Inc., is hereby granted the non-exclusive right, privilege and franchise to construct, operate and maintain a cable television system in those unincorporated areas of Broward County bounded on the north by Oakland Park Boulevard, on the east by Interstate 95, on the south by State Road 84 and on the west by the Florida State Turnpike; and bounded on the north by State Road 84, on the east by the eastern boundary of Broward County, Florida, on the south by Stirling-Road Sheridan Street and on the west by U.S. Highway 27, upon the terms and conditions set forth below.

Section 2. SEVERABILITY.

If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

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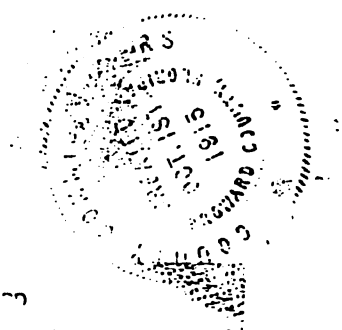
Section 3. EFFECTIVE DATE.

This Ordinance shall become effective as provided by law.

ENACTED February 21, 1985

FILED WITH DEPARTMENT OF STATE February 25, 1985

EFFECTIVE March 5, 1985



STATE OF FLORIDA  
COUNTY OF BROWARD

I HEREBY CERTIFY that the above and foregoing is a true and correct copy of Ordinance No. 85-7 as recorded in the public administration records.

WITNESS my hand and official seal this 22 day of February, A.D. 1985  
T. JOHNSON, County Administrator  
By: Margaret A. Masters

JL:ed  
O116-A  
1/9/85  
#85-400

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STATE OF FLORIDA )  
                          ) SS  
COUNTY OF BROWARD )

I, F. T. JOHNSON, County Administrator In and  
for Broward County, Florida, and Ex-Officio Clerk of the  
Board of County Commissioners of said County, DO HEREBY  
CERTIFY that the above and foregoing is a true and correct  
copy of ORDINANCE NO. 85-7

as the same appears of record in the Minutes of a meeting  
of said Board of County Commissioners held on 21  
day of February, 1985.

IN WITNESS WHEREOF, I have hereunto set my hand  
and official seal this 22 day of February,  
A. D. 1985.

F. T. JOHNSON  
COUNTY ADMINISTRATOR

By Margaret A. Martens  
Deputy





FLORIDA DEPARTMENT OF STATE  
George Firestone  
Secretary of State

February 26, 1985

Broward County  
Board of County Commissioners  
F. T. Johnson, County Administrator  
Room 114, 115 South Andrews Avenue  
Fort Lauderdale, FL 33301

Dear Mr. Johnson:

Pursuant to the provisions of Section 125.66, Florida Statutes, this will acknowledge:

1. Receipt of your letter/s of February 22, 1985  
and certified copy/ies of Broward County  
Ordinance Nos. 85-7 thru 85-11
2. Receipt of \_\_\_\_\_ County Ordinance/s  
relative to:  
(a) \_\_\_\_\_  
which we have numbered \_\_\_\_\_  
(b) \_\_\_\_\_  
which we have numbered \_\_\_\_\_
3. We have filed this/these Ordinance(s) in this office  
on February 25, \_\_\_\_\_ 1985.
4. The original/duplicate copy/ies showing the filing date  
is/are being returned for your records.

Cordially,

(Mrs.) Liz Cloud, Chief  
Bureau of Administrative Code  
and Laws

LC/

85 MAR 5 AM 11:14

AMENDED  
ORDINANCE NO. 83-60

1  
2 AN ORDINANCE AMENDING ORDINANCE NO. 77-21, AS  
3 AMENDED BY ORDINANCE NO. 79-5, THE NONEX-  
4 CLUSIVE CABLE TV FRANCHISE OF BROWARD CABLE-  
5 VISION, INC., AS PURCHASER AND TRANSFeree OF  
6 FLORIDA GOLD COAST CABLE T.V., INC.; AMENDING  
7 SECTION 3(f), RELATING TO THE DEFINITION OF  
8 "GROSS SUBSCRIBER REVENUE," PROVIDING FOR A  
9 NEW DEFINITION; AMENDING SECTION 5, RELATING  
10 TO FRANCHISE PAYMENTS, PROVIDING FOR A NEW  
11 SECTION 5 REQUIRING A CERTIFIED ANNUAL AUDIT  
12 REPORT, PROVIDING FOR PAYMENTS OF THE ANNUAL  
13 FRANCHISE FEE NO LATER THAN NINETY (90) DAYS  
14 AFTER THE END OF THE GRANTEE'S FISCAL YEAR;  
15 PROVIDING FOR A PENALTY FOR LATE PAYMENTS;  
16 AMENDING SECTION 8, RELATING TO RATES; PRO-  
17 VIDING FOR AN INCREASE IN RATES TO SUB-  
18 SCRIBERS; PROVIDING FOR CRITERIA AND A PRO-  
19 CEDURE FOR RATE INCREASE; PROVIDING FOR  
20 SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE  
21 DATE.

(Sponsored by the Board of County Commissioners)

22 WHEREAS, Broward Cablevision, Inc., as Purchaser and Transferee  
23 of Florida Gold Coast Cable T.V., Inc., has demonstrated an economic need  
24 to increase its rate schedule; and

25 WHEREAS, Broward Cablevision, Inc., as Purchaser and Transferee  
26 of Florida Gold Coast Cable T.V., Inc., has agreed to amend the definition of  
27 "Gross Subscriber Revenues" as hereinafter described; and

28 WHEREAS, Broward Cablevision, Inc., as Purchaser and Transferee  
29 of Florida Gold Coast Cable T.V., Inc., has agreed to amend the franchise  
30 agreement regarding a certified annual audit report, a requirement for pay-  
31 ment of the annual franchise fee within ninety (90) days of the close of its  
32 fiscal year and agrees to the payment of a ten percent (10%) penalty for late  
33 payments; NOW, THEREFORE,

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF  
BROWARD COUNTY, FLORIDA:

Section 1. Section 3(f) of Ordinance No. 77-21, as amended by  
Ordinance No. 79-5, is hereby amended to read as follows:

Section 3 . . .

(f) "Gross Subscriber Revenue" shall mean subscriber-revenues  
~~derived-from-basic-subscriber-services;-i-e-;-the-carriage-of~~

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broadcast signals and required non-broadcast services provided by cable television systems pursuant to rules and regulations of the Federal Communications Commission; all compensation received by the Grantee arising from, but not limited to, the installation and sale of its regular and pay T.V. monthly service to its subscribers, fees paid for medical, fire and burglar alarm service and data transmission, revenues received for advertising, leased channel revenues and any other fees paid to the Grantee directly or indirectly for any communications service.

Gross Revenues shall not include, however, any sales, service, rent, occupational or other tax to the extent such taxes are charged in addition to the fees described above and are remitted by the Grantee to a taxing authority.

Section 2. Section 5, Franchise Payments, of Ordinance No. 77-21, as amended by Ordinance No. 79-5, is hereby amended to read as follows:

Section 5. FRANCHISE PAYMENTS; PAYMENT TO COUNTY; ANNUAL CERTIFIED AUDIT REPORT REQUIRED; LATE CHARGES; DELINQUENCY; EXTENSIONS; INSPECTION OF GRANTEE'S RECORDS.

~~(a) The franchise fee shall be three percent (3%) of gross subscriber revenues received in each company fiscal year for cable television operations in the designated County areas for the company's preceding fiscal year; initial fiscal year ending December 31, 1979; to be based upon a statement for each appropriate fiscal year as certified by a certified public accountant. No other fee, charge or consideration based on revenues shall be imposed. Such payment shall be reduced by the amount, if any, payable pursuant to any now existing or subsequently enacted statute of the State of Florida requiring cable television systems to make any payments not also imposed on all other businesses; so that the franchise fee provided for herein and the fee payable pursuant to any such statute when added together, do not exceed three percent (3%) of gross subscriber revenues received for cable television operations in the designated County areas. Upon request, Grantee shall file with the County within ninety (90) days after the expiration of Grantee's fiscal year during the period the franchise shall be in force a statement of revenues applicable to the franchise area showing in detail the gross subscriber revenues of Grantee during the preceding year. It shall be the~~

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1 duty-of-the-Grantee-to-pay-to-the-County-at-the-time-for-filing-such-statement  
2 the-sum-hereinabove-prescribed-

3 (b)--Commencing-March-31,-1979-and-quarterly-thereafter;-the  
4 Grantee-shall-estimate-the-franchise-fee-due-the-County-for-the-fiscal-year  
5 ending-on-the-following-December-31-and-shall-pay-the-County-one-fourth-(1/4)  
6 of-the-estimated-fee-with-the-final-adjustment-to-be-made-within-ninety-(90)  
7 days-after-expiration-of-Grantee's-fiscal-year-

8 (c)--The-County-shall-have-the-right-to-inspect-Grantee's-records  
9 showing-the-gross-subscriber-revenues-from-which-its-franchise-payments-are  
10 computed-and-shall-have-the-right-of-audit-and-recomputation-of-any-and-all  
11 amounts-paid-under-the-franchise-

12  
13 (a) The Grantee shall pay franchise fees to the County during the  
14 term of the franchise. Franchise fees shall be calculated as a  
15 percentage, as fixed by this Ordinance, of the gross revenues  
16 received by Grantee in each of Grantee's fiscal years. Payment  
17 of the franchise fees shall be in addition to any other tax or  
18 payment owed to the County by Grantee.

19 The franchise fee shall be calculated as an amount equal to  
20 three percent (3%) of gross revenues, as defined in Section  
21 3(f), as amended by Section 1, of this Ordinance, received in  
22 each Grantee fiscal year for cable television operations in the  
23 franchise area for the preceding fiscal year. Such fee shall  
24 be based upon a statement as hereinafter described which shall  
25 be forwarded to Broward County. It shall be the duty of the  
26 Grantee to pay the County at the time of filing such statement.

27 Grantee shall file with the County within ninety (90) days after  
28 the expiration of Grantee's fiscal year a certified audit report  
29 which shall include a schedule showing categorically the amount  
30 of revenues applicable to the franchise area during the preced-  
31 ing fiscal year as certified by a public accountant.

32 The franchise fee shall be reduced by the amount, if any, pay-  
33 able pursuant to any now-existing or subsequently enacted  
34 statute of the State of Florida requiring cable television  
35 systems to make any payments not also imposed on all other  
36 business enterprises, so that the franchise fee provided for  
37 herein and the fee payable pursuant to any such statute when  
38 added together, do not exceed three percent (3%) of gross  
39 revenues received for cable television operations in the  
40 franchise area.

41 (b) Should any additional monies be due to the County as a result  
42 of information contained in the annual certified audit report  
43 of the Grantee, the Grantee shall pay such additional monies  
44 to the County within thirty (30) days after the submission of  
45 said statement to the County.

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- (c) Late Charge. In the event any monies due and owing under Sections 5(a) and (b), above, are not timely paid as specified therein and no extension as described in Section 5(e) has been granted, the County may impose and the Grantee agrees to pay, a late charge of ten percent (10%) of the amount due.
- (d) Delinquency. Should any of Grantee's payments as required under this Section be delinquent for ninety (90) days, the County may declare the Grantee in default and treat the same as a material breach of this Franchise Agreement.
- (e) Extensions. The County Commission may grant a reasonable extension of any of the foregoing time periods for good cause shown.
- (f) Inspection of Records. The County shall have the right to inspect Grantee's records showing the gross revenues from which its franchise payments are computed and shall have the right of audit and recomputation of any and all amounts paid under the Franchise Agreement.

Section 3. Section 8, Rates, of Ordinance No. 77-21, as amended by Ordinance No. 79-5, is amended to read as follows:

Section 8. RATES

- (a) The basic rate to be charged by the Grantee shall be as follows:
  1. STANDARD INSTALLATION CHARGE - Ten-Dollars-(\$10-00) Fifteen Dollars (\$15.00) per residential dwelling unit located in a building two (2) stories or less, during the construction period which is defined as sixty (60) days after public notice that cable service is first available to the dwelling. Twenty-five-dollars-(\$25-00) Thirty Dollars (\$30.00) per residential dwelling unit thereafter.
  2. EXTRAORDINARY INSTALLATION - All other installation work, including buildings three (3) stories or more, commercial buildings, trailer parks, hotels, motels, rest homes, hospitals and other like structures, as well as additional outlets, relocations, concealed wiring and custom wiring--fifteen dollars (\$15.00) per man hour including materials.
  3. ANY RECONNECTION - Ten-Dollars-(\$10-00) Thirty Dollars (\$30.00) per subscriber.
  4. CONVERTER DEPOSIT - (Refundable upon return of converter in good condition, normal wear and tear excepted) - Fifteen-Dollars (\$15-00) Thirty Dollars (\$30.00) per converter.
  5. MONTHLY RATES -
    - 5-1 First-outlet-with-converter-owned-and-maintained-by-subscriber---Six-Dollars-(\$6-00)
    - 5-2 First-outlet-with-converter-leased-from-and-maintained-by FGC-TV;--fnc---Six-Dollars-(\$6-00)-plus-a-monthly-converter-lease-fee-from-the-following-schedule:-

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5-2-1	Standard-converter---One-Dollar-(\$1.00)-per month-	
5-2-2	Deluxe-converter---Two-Dollars-and-Fifty-Cents (\$2.50)-per-month-	
5-2-3	Decorator-converter---Three-Dollars-and-Fifty Cents-(\$3.50)-per-month-	
5-3	Additional-outlets-(without-converter)---One-Dollar-and Fifty-Cents-(\$1.50)-each-per-month---if-subscriber-desires a-converter-for-an-additional-outlet,-it-may-be-leased-at same-monthly-rates-as-above-	
<u>5.1</u>	<u>First outlet with all local broadcast and local origination channels with standard converter</u>	<u>\$ 7.95</u>
<u>5.2</u>	<u>First outlet with all local broadcast and local origination channels and satellite channels* with standard converter</u>	<u>11.95</u>
<u>5.3</u>	<u>First outlet with all local broadcast and local origination channels with remote converter</u>	<u>9.45</u>
<u>5.4</u>	<u>First outlet with all local broadcast and local origination channels and satellite channels* with remote converter</u>	<u>13.45</u>
<u>5.5</u>	<u>Additional outlets (with or without converter)</u>	<u>3.50</u>

\* Excluded are premium Satellite channels for which separate per view and/or per channel charges are made pursuant to Section 21 (a) of Ordinance No. 77-21 as amended by Ordinance No. 79-5.

(b) No increase in basic rates charged to subscribers by Grantee shall be made except as authorized by the Board of County Commissioners until 18 months after service is inaugurated and available to a minimum of 300 subscribers and then only after an appropriate public proceeding affording due process after complying with the procedures prescribed in Section 17 8(d) hereof.

(c) Section 8(a) and (b) services do not preclude Grantee from offering additional services to subscribers in the future.

(d) Rate Increases. The Grantee may petition the Board of County Commissioners for a change in rates by filing a proposed amended rate schedule. The Commission shall, at public proceedings, review and approve or dis-

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1 approve the proposed rate schedule provided that prior to such public proceed-  
2 ing the Grantee shall provide:

- 3
- 4 1. At least thirty (30) days notice of such hearings in local news-  
5 papers and in any Systems Schedule Guide issued by the  
6 Grantee.
- 7 2. Justification for rate change which shall be substantiated by  
8 inclusion of a certified audit report which shall include:
- 9 i. Balance Sheet.
- 10 ii. Income Statement.
- 11 iii. Statement of Changes in financial position.
- 12 iv. Detailed supporting schedules of expenses, income, assets  
13 and items as may be required.
- 14 v. Statement of current and projected subscribers and  
15 penetration.

16 (e) Criteria. The following criteria may be applied by the Com-  
17 mission in deciding whether to approve or disapprove the request for a rate  
18 change:

- 19 1. The quality of service, as indicated by the number and type  
20 of service complaints; the Grantee's response to the complaints  
21 and the results of periodic system performance tests.
- 22 2. Prevailing rates for comparable services in other cable systems  
23 of similar size and complexity.
- 24 3. Historical and prospective rate of return on the Grantee's  
25 financial investment and equity.

26 (f) In the event that the Commission approves a change in rates,  
27 it shall direct the General Counsel to amend the ordinance in accordance with  
28 its approval. Notice of public hearing and adoption of the proposed amended  
29 ordinance shall be as provided by law.

30 Section 4. SEVERABILITY

31 If any section, subsection, sentence, clause or phrase of this Ordi-  
32 nance is for any reason held illegal, invalid or unconstitutional by the deci-  
33 sion of any court of competent jurisdiction or the FCC, such decision shall  
not affect the validity of the remaining portions thereof. The County hereby  
declares that it would have passed this Ordinance and each section, subsec-  
tion, sentence, clause and phrase hereof, irrespective of the fact that any

CODING: Words in ~~struck-through~~ type are deletions from existing text;  
Words in underscored type are additions.

1 one or more sections, subsections, sentences, clauses, or phrases be declared  
2 illegal, invalid or unconstitutional. The validity of any portion of this Ordinance shall not abate, reduce or otherwise affect any consideration or other  
3 obligation required by the County or theantee of the franchise granted  
4 hereunder.  
5

6  
7 Section 5. EFFECTIVE DATE

8 This Ordinance shall become effective as provided by law.  
9

10  
11 ENACTED this 18th day of August, A.D. 1983.  
12

13 FILED WITH DEPARTMENT OF STATE August 26, 1983  
14

15 EFFECTIVE September 1, 1983  
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26  
27 STATE OF FLORIDA  
COUNTY OF BROWARD

28 I HEREBY CERTIFY that the above and foregoing is a true and correct copy of Ordinance No. Amended 83-60  
29 as recorded in Board of County Commission records.  
30

31 WITNESSED my hand and official seal this 23 day of August A.D., 1983  
32 E. J. [Signature] County Administrator  
33 [Signature] C.C.

JL:ed  
059-O  
8/19/83  
#83-441

CODING: Words in ~~struck-through~~ type are deletions from existing text;  
Words in underscoring type are additions.

ORDINANCE NO. 79-5

AN ORDINANCE AMENDING ORDINANCE NO. 77-21 RELATING TO THE GRANTING OF A NON-EXCLUSIVE FRANCHISE TO FLORIDA GOLD COAST CABLE T.V., INC. TO PROVIDE CORRECTION OF A SCRIVENER'S ERROR IN THE DESCRIPTION OF THE AREA OF THE FRANCHISE AND TO PROVIDE AN EFFECTIVE DATE.

(Sponsored by Commissioner Thompson)

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA:

Section 1. Section 2 of Ordinance Number 77-21 is amended to read:

Section 2. Florida Gold Coast Cable T.V., Inc., is hereby granted the non-exclusive right, privilege and franchise to construct, operate and maintain a cable television system in those unincorporated areas of Broward County bounded on the North by Oakland Park Boulevard, on the East by Interstate 95, on the South by State Road 84 and on the West by the Florida State Turnpike; and bounded on the North by State Road 84, on the East by the Western ~~Eastern~~ boundary of ~~the-City-of-Davie~~ Broward County, Florida, on the South by Stirling Road and on the West by U.S. Highway 27, upon the terms and conditions set forth below.

Section 2. Section 5 of Ordinance Number 77-21 is amended by adding a new subsection 5(b) to read:

(b) Commencing September 30, 1979 and quarterly thereafter, the Grantee shall estimate the franchise fee due the County for the fiscal year ending on the following June 30 and shall pay the County one-fourth (1/4) of the estimated fee with the final yearly adjustment to be made within ninety (90) days after the expiration of Grantee's fiscal year.

Section 3. Section 5(b) is renumbered as Section 5(c) to read:

~~(b)~~ (c) The County shall have the right to inspect Grantee's records showing the gross subscriber revenues from which its franchise payments are computed and shall have the right of audit and recomputation of any and all amounts paid under the franchise.

Section 4. This Ordinance shall take effect as provided by law.

ENACTED this 21st day of February, A.D., 1979.

FILED WITH DEPARTMENT OF STATE *March 1, 1979*

EFFECTIVE *March 5, 1979*

AC:sc  
2/22/79  
#79-26

(Attachment B)

STATE OF FLORIDA     )  
                              )  SS  
COUNTY OF BROWARD    )

I, GRAHAM W. WATT, County Administrator in and for Broward County, Florida, and Ex-Officio Clerk of the Board of County Commissioners of said County, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of an Ordinance enacted by the Board of County Commissioners at its regular meeting held on the 21st day of February, 1979, as appears of record in the Minutes of said Board of County Commissioners.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 26th day of February, A. D., 1979.

GRAHAM W. WATT, County Administrator

By Olive P. Plummer  
Deputy

( S E A L )

ORDINANCE NO. 77-21

1  
2  
3 AN ORDINANCE GRANTING A NON-EXCLUSIVE RIGHT,  
4 PRIVILEGE AND FRANCHISE TO FLORIDA GOLD  
5 COAST CABLE T.V., INC., TO CONSTRUCT, OP-  
6 ERATE AND MAINTAIN A CABLE TELEVISION SYSTEM  
7 IN THOSE UNINCORPORATED AREAS OF BROWARD  
8 COUNTY BOUNDED ON THE NORTH BY OAKLAND PARK  
9 BOULEVARD, ON THE EAST BY INTERSTATE 95, ON  
10 THE SOUTH BY STATE ROAD 84 AND ON THE WEST  
11 BY THE FLORIDA STATE TURNPIKE; AND BOUNDED  
12 ON THE NORTH BY STATE ROAD 84, ON THE EAST  
13 BY THE EASTERN BOUNDARY OF BROWARD COUNTY,  
14 FLORIDA, ON THE SOUTH BY STIRLING ROAD AND  
15 ON THE WEST BY U.S. HIGHWAY 27; PROVIDING  
16 DEFINITIONS, TERMS, CONDITIONS, TECHNICAL  
17 STANDARDS, PROCEDURES FOR COMPLAINTS, AND  
18 INVESTIGATIONS, PRESCRIBING RATES AND PRE-  
19 FERENTIAL OR DISCRIMINATORY PRACTICES; PRO-  
20 VIDING FOR SEVERABILITY AND AN EFFECTIVE  
21 DATE.

22  
23 BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS  
24 OF BROWARD COUNTY, FLORIDA:

25 Section 1. The Board of County Commissioners of  
26 Broward County, Florida, does hereby find, determine and declare  
27 as follows:

28 (a) That after due notice to all interested  
29 parties and the public in general, the Board of  
30 County Commissioners held a public hearing affording  
31 all interested parties an opportunity to address  
32 the Board of County Commissioners concerning the  
33 granting of a cable television franchise in those  
unincorporated areas of Broward County bounded on  
the North by Oakland Park Boulevard, on the East  
by Interstate 95, on the South by State Road 84  
and on the West by the Florida State Turnpike; and  
bounded on the North by State Road 84, on the East  
by the Eastern boundary of Broward County, Florida,  
on the South by Stirling Road and on the West by  
U. S. Highway 27, to Florida Gold Coast Cable  
T.V., Inc.;

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(b) That after the close of said public hearing and due deliberation including the consideration of evidence of the legal, character, financial and technical qualifications of Florida Gold Coast Cable T.V., Inc., a Florida corporation, and the adequacy and feasibility of its construction arrangements, the Board of County Commissioners in open session at its regular meeting of April 26, 1977, voted to award a franchise to Florida Gold Coast Cable T.V., Inc., a Florida corporation;

(c) That representatives of Florida Gold Coast Cable T.V., Inc., examined the provisions of this Ordinance and have represented to the County that they are thoroughly familiar with the provisions thereof; and

(d) That the grant of this franchise in the County is in the public interest.

Section 2. Florida Gold Coast Cable T.V., Inc., is hereby granted the non-exclusive right, privilege and franchise to construct, operate and maintain a cable television system in those unincorporated areas of Broward County bounded on the North by Oakland Park Boulevard, on the East by Interstate 95, on the South by State Road 84 and on the West by the Florida State Turnpike; and bounded on the North by State Road 84, on the East by the Western boundary of the City of Davie, Florida, on the South by Stirling Road and on the West by U.S. Highway 27, upon the terms and conditions set forth below.

Section 3. DEFINITIONS

For purposes of this Ordinance the following terms, phrases, words, abbreviations and their derivations shall have the same meaning given herein.

(a) "County" shall mean the County of Broward, State of Florida.



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(b) "Commission" shall mean the present governing body of the County or any successor to the legislative powers of the present governing body.

(c) "Cable Television System or System" shall mean a system of antennas, cables, amplifiers, towers, microwave links, waveguides, satellites, or any other conductors, converters, equipment or facilities designed and constructed for the purpose of producing, receiving, amplifying, storing, processing or distributing audio, video, digital or other forms of electronic or electrical signals capable of being transmitted by wire, cable or radio to subscribing members of the public who pay for such services.

(d) "Person" shall mean any person, firm, partnership, association, corporation, company or organization of any kind.

(e) "Grantee" shall mean Florida Gold Coast Cable T.V., Inc., or anyone who succeeds Florida Gold Coast Cable T.V., Inc., in accordance with the provisions of this Ordinance.

*Amended  
8/2/60*

(f) "Gross Subscriber Revenue" shall mean subscriber revenues derived from basic subscriber services, i.e., the carriage of broadcast signals and required non-broadcast services provided by cable television systems pursuant to rules and regulations of the Federal Communications Commission.

(g) "Street" shall mean the surface of and the space above and below any public street, road, highway, freeway, lane, path, public way or place, alley court, boulevard, parkway, drive or other easement now or hereafter held by the County for

1 the purpose of public travel and shall include  
2 other easements or rights-of-way as shall be  
3 now held or hereafter held by the County which  
4 shall, within their proper use and meaning, en-  
5 title the County and its Grantee to the use  
6 thereof for the purposes of installing or trans-  
7 mitting cable television system transmissions over  
8 poles, wires, cables, conductors, ducts, conduits,  
9 vaults, manholes, amplifiers, appliances, attach-  
10 ments, and other property as may be ordinarily  
11 necessary and pertinent to a cable television  
12 system.

13 (h) "Federal Communications Commission or FCC"  
14 shall mean that agency as presently constituted  
15 by the United States Congress or any successor  
16 agency authorized by the Congress to regulate  
17 cable television systems.

18 (i) "Certificate of Compliance" shall mean that  
19 approval required by the FCC in order for a  
20 Grantee of a cable television franchise to begin  
21 operations.

22 *amended 8-8-08* Section 4. FRANCHISE TERM

23 The franchise granted pursuant hereto shall terminate  
24 fifteen (15) years from date of grant, and may be renewed for  
25 successive fifteen (15) year periods on the same terms and con-  
26 ditions as contained herein, or such different or additional  
27 terms and conditions as may be lawfully required by the Board  
28 of County Commissioners, and consistent with the requirements of  
29 any then applicable rules and regulations of the FCC, if Grantee  
30 faithfully performs its obligations hereunder and the Board of  
31 County Commissioners in a public proceeding determines that it is  
32 otherwise qualified for renewal of its franchise.  
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Section 5. FRANCHISE PAYMENTS

(a) The Grantee shall pay to the County as hereinafter provided a three percent (3%) franchise fee based on gross subscriber revenues received in each company fiscal year for cable television operations in the designated County areas for the company's preceding fiscal year; initial fiscal year ending June 30, 1978; to be based upon a statement for each appropriate fiscal year as certified by a certified public accountant. No other fee, charge or consideration based on revenues shall be imposed. Such payment shall be reduced by the amount, if any, payable pursuant to any now existing or subsequently enacted statute of the State of Florida requiring cable television systems to make any payments not also imposed on all other businesses, so that the franchise fee provided for herein and the fee payable pursuant to any such statute when added together, do not exceed three percent (3%) of gross subscriber revenues received for cable television operations in the designated County areas. Upon request, Grantee shall file with the County within ninety (90) days after the expiration of Grantee's fiscal year during the period the franchise shall be in force a statement of revenues showing in detail the gross subscriber revenues of Grantee during the preceding year. It shall be the duty of the Grantee to pay to the County at the time for filing such statement the sum hereinabove prescribed.

(b) The County shall have the right to inspect Grantee's records showing the gross subscriber revenues from which its franchise payments are computed and shall have the right of audit and recomputation of any and all amounts paid under the franchise.

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Section 6. INSURANCE

At all times during the term of the franchise, Grantee shall obtain and pay all premiums for a general comprehensive public liability insurance policy indemnifying, defending and saving harmless the County, its officers, boards, commissions, agents or employees, from any and all claims by any person whatsoever on account of property damage, injury to, or death of, a person or persons occasioned by the operations of Grantee under this franchise or alleged to have been so caused, with a minimum liability of \$100,000 for personal injury or death of any one person, \$300,000 for personal injury or death in any one single accident, and \$1,000,000 property damage for any one single accident. The Grantee shall file a certificate of insurance, evidencing the issuance of such policy, with the County. The foregoing insurance contract shall require thirty (30) days written notice of any cancellation to both the County and Grantee.

Section 7. BOOKS AND RECORDS OF GRANTEE

All books and records of Grantee concerning its operations within the designated County areas shall be made available for inspection and audit by the Board of County Commissioners or its designate within thirty (30) days after any request for such inspection or audit shall be made.

Section 8. RATES

(a) The basic rates to be charged by the Grantee shall be as follows:

1. STANDARD INSTALLATION CHARGE - Ten Dollars (\$10.00) per residential dwelling unit located in a building two (2) stories or less, during the construction period which is defined as sixty (60) days after public notice that cable service is first available to the dwelling. Twenty-five dollars (\$25.00) per residential dwelling unit thereafter.

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2. EXTRAORDINARY INSTALLATION - All other installation work, including buildings three (3) stories or more, commercial buildings, trailer parks, hotels, motels, rest homes, hospitals and other like structures, as well as additional outlets, re-locations, concealed wiring and custom wiring--fifteen dollars (\$15.00) per man hour including materials.

3. ANY RECONNECTION - Ten dollars (\$10.00) per subscriber.

4. CONVERTER DEPOSIT - (Refundable upon return of converter in good condition, normal wear and tear excepted) - Fifteen dollars (\$15.00) per converter.

5. MONTHLY RATES -

5.1 First outlet with converter owned and maintained by subscriber - Six dollars (\$6.00)

5.2 First outlet with converter leased from and maintained by FGC T.V., Inc. - Six dollars (\$6.00) plus a monthly converter lease fee from the following schedule:

5.2.1 Standard converter - One dollar (\$1.00) per month.

5.2.2 Deluxe converter - Two dollars and fifty cents (\$2.50) per month.

5.2.3 Decorator converter - Three dollars and fifty cents (\$3.50) per month.

5.3 Additional outlets (without converter) - One dollar and fifty cents (\$1.50) each per month. If subscriber desires a converter for an additional outlet, it may be leased at same monthly rates as above.

(b) No increase in basic rates charged to subscribers by Grantee shall be made except as authorized by the Board of County Commissioners until 18 months after service is inaugurated and available to a minimum of 300 subscribers and then only after an appropriate public proceeding affording due process after complying with the procedures prescribed in Section 17 hereof.

1 (c) Sections 8(a) and (b) services do not preclude  
2 Grantee from offering additional services to sub-  
3 scribers in the future.

4 Section 9. USES PERMITTED BY GRANTEE

5 Grantee shall be authorized and permitted to engage in  
6 the business of operating and providing a cable television sys-  
7 tem in the designated County areas and providing all services  
8 cable television systems are authorized by the FCC to provide,  
9 and for that purpose to erect, install, construct, repair, re-  
10 place, reconstruct, maintain, retain in, on, over, under, upon,  
11 across and along any public street such poles, wires, cable,  
12 conductors, ducts, conduit, vaults, manholes, amplifiers, appli-  
13 ances, attachments and other property as may be necessary and  
14 appurtenant to the cable television system. In addition, Grantee  
15 may negotiate for the use, operation and provision of similar  
16 facilities or properties rented or leased from other persons,  
17 firms or corporations, including but not limited to any public  
18 utility or other Grantee franchised or permitted to do business  
19 in the County.

20 Section 10. CONDITIONS OF STREET OCCUPANCY

21 (a) All transmission distribution structures, lines  
22 and equipment erected by Grantee within the County  
23 shall be so located as to cause a minimum of inter-  
24 ference with the rights and reasonable convenience of  
25 property owners who adjoin any of the said streets.  
26 The cable television system shall be constructed and  
27 operated in compliance with all adopted County, State  
28 and national construction and electrical codes and  
29 shall be kept current with new codes.

30  
31 (b) Whenever the County shall require the relocation  
32 or reinstallation of any property of Grantee in any of  
33 the streets of the County, it shall be the obligation

1 of Grantee upon sixty (60) days notice of such require-  
2 ment to immediately remove and relocate or reinstall  
3 such property as may be reasonably necessary to meet  
4 the requirements of the County. Such relocation,  
5 removal or reinstallation by Grantee shall be at the  
6 sole cost of Grantee.

7 (c) Grantee shall have the authority to trim trees  
8 over-hanging the streets of the County so as to prevent  
9 the branches of such trees from coming in contact with  
10 Grantee's wires and cables. All trimming shall be done  
11 under the supervision and direction of the County and  
12 at the expense of Grantee.

13 (d) In case of disturbance of any street caused by  
14 Grantee, Grantee shall at its own cost and expense  
15 replace and restore such street in as good a condition  
16 as before the work involving such disturbance was done.

17 Section 11. INITIAL SYSTEM INSTALLATION SCHEDULE

18 (a) Within ninety (90) days after the acceptance of  
19 the franchise, Grantee shall proceed with due diligence  
20 to obtain all necessary permits and authorizations  
21 which are required in the conduct of its business,  
22 including but not limited to any necessary utility  
23 joint use attachment agreements, microwave carrier  
24 licenses and any other permits, licenses, and authori-  
25 zations issued by duly constituted regulatory agencies  
26 having jurisdiction over the operation of cable tele-  
27 vision systems or their associated microwave transmi-  
28 sion facilities.

29 (b) Grantee shall, within one (1) year from the  
30 date the FCC certifies Grantee's compliance with  
31 its Rules and Regulations governing cable tele-  
32 vision operations in and for the County, extend  
33 energized trunk cable to a minimum of 20% of the

1 designated County areas and shall extend energized  
2 trunk cable to an additional 20% of said areas  
3 each year for the next four (4) years thereafter  
4 unless additional time is granted by the Authority  
5 upon request by Grantee for good cause shown. How-  
6 ever, nothing in the foregoing obligates Grantee  
7 to extend its cable service to any portion of  
8 the designated County areas having a housing den-  
9 sity of less than 30 homes per linear mile of in-  
10 stalled cable or its proportional equivalent.

11 Section 12. PROVISION OF TELEVISION BROADCAST SIGNALS

12 Grantee shall provide such signals of television broad-  
13 cast stations as it is required to carry under Rules, Regulations  
14 and Orders of the FCC and such additional signals as it may apply  
15 for and be authorized to provide by the FCC.

16 Section 13. TECHNICAL STANDARDS

17 (a) Grantee shall conduct performance tests in  
18 accordance with the requirements of Section 76.601  
19 or any successor section of the FCC's Rules, as  
20 these requirements may apply from time to time.

21 (b) The performance of Grantee's cable television  
22 system shall meet the technical standards set forth  
23 in Section 76.605 or any successor section of the  
24 FCC's Rules, as those standards may apply or be  
25 extended from time to time.

26  
27 *Amended 03-19-02* Section 14. RESTRICTIONS AGAINST ASSIGNMENT

28 The franchise shall not be assigned or control of  
29 Grantee transferred without the consent of the Board of County  
30 Commissioners, provided, however, that the franchise may be  
31 assigned without the consent of the Board of County Commissioners  
32 to another corporation in which the majority stockholders of the  
33 Grantee continue to hold at least as great a voting percentage of



1 the stock of the Assignee as they own of the Grantee at the time  
2 of the assignment, and provided that the Assignee shall assume  
3 all of the duties and liabilities of the Grantee contained  
4 herein.

5 Section 15. PREFERENTIAL OR DISCRIMINATORY  
6 PRACTICES PROHIBITED

7 Grantee shall not as to rates, charges, services fa-  
8 cilities, rules, regulations or in any other respect make or  
9 grant any undue preference or advantage to any person or subject  
10 any person to any undue prejudice or disadvantage, provided,  
11 however, connection and service charges may be waived or modi-  
12 fied during promotional campaigns of Grantee.

13 Section 16. REVOCAION OF FRANCHISE

14 (a) In addition to all of the rights and powers re-  
15 served or pertaining to the County, the County reserved  
16 as an additional, separate and distinct power the right  
17 to terminate the franchise and all rights and privi-  
18 leges of Grantee hereunder in any of the following  
19 events or for any of the following reasons:

- 20 1. Grantee shall by act or omission violate any  
21 material term or condition of this Ordinance and not  
22 cure any such violations within the time limits set  
23 forth below. the County will give Grantee sixty (60)  
24 days written notice of any such violations, and Grantee  
25 will have the sixty (60) days provided for in the  
26 notice to cure any violations, provided, however, that  
27 with respect to any violations not susceptible of being  
28 cured within said sixty (60) day period, the time for  
29 the Grantee to cure any such violations shall be ex-  
30 tended for as long as is necessary to cure such viola-  
31 tions if Grantee commences promptly and proceeds dili-  
32 gently to cure such violations.

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2. Grantee becomes insolvent, unable or unwilling to pay its debts or is adjudged a bankrupt.

(b) Grantee shall not be declared in default or be subject to any sanction under any provision of this Ordinance in any case in which performance of any such provision is prevented for reasons beyond its control.

Section 17. PROCEDURES

(a) Any inquiry, proceeding, investigation or other action to be taken or proposed to be taken by the County in regard to Grantee's cable television system shall be taken only after thirty (30) days written notice to the Grantee and an additional thirty (30) days public notice of such action or proposed action is given.

(b) The public notice required by this Section shall state clearly the proposed action to be taken, the time provided for response and the person or persons in authority to whom such responses should be addressed, and such other procedures as may be specified by the County. Grantee shall be a necessary party to any proceedings specified by the County.

Section 18. INVESTIGATION AND RESOLUTION OF COMPLAINTS

(a) Grantee shall maintain a business office accessible to residents of the designated County areas for the investigation and resolution of all complaints regarding the quality of service, equipment malfunctions and similar matters. Residents of the designated County areas shall be able to communicate with the business office without incurring long distance toll charges.

(b) In the event that a complaint or dispute about cable television services is not resolved by Grantee, it may be submitted to the General Counsel in writing

1 and shall contain: (1) the name and address of the  
2 complainant; (2) the name of the cable system against  
3 which the complaint is made; (3) a complete statement  
4 of facts upon which the complaint is based and (4) a  
5 description of the complainant's efforts to resolve the  
6 complaint with Grantee. Upon receipt of any complaint,  
7 the General Counsel or his designee will forward a copy  
8 to Grantee. Within such time as may be prescribed by  
9 the General Counsel, Grantee may file a written state-  
10 ment in response to the complaint. The County shall  
11 then have the power to make any further investigation  
12 of the complaint it deems desirable, to conduct a  
13 public hearing on the complaint if it deems such  
14 hearing to be desirable, and to resolve the issues  
15 raised by the complaint.

16 Section 19. MODIFICATION OF FCC RULES

17 Any modification or amendment of Section 76.31 or any  
18 successor section of the rules and regulations of the FCC shall,  
19 to the extent applicable, be considered as part of any franchise  
20 granted pursuant hereto as of the effective date of the amend-  
21 ment made by the FCC and shall be incorporated in this Ordinance  
22 by specific amendments hereto by action of the County within one  
23 (1) year from the effective date of the FCC's amendment or at  
24 the time of renewal of this franchise, whichever occurs first.

25 Section 20. MINIMUM CHANNEL CAPACITY AND PROVISION  
26 OF ACCESS CHANNELS

27 Grantee shall comply with the channel capacity, equiva-  
28 lent bandwidth, and access channel requirements of Section 76.251  
29 of the rules and regulations of the FCC, as those requirements  
30 may be amended from time to time, unless the FCC waives those re-  
31 quirements. Grantee is authorized to operate its access channels  
32 in the County on a shared basis with other nearby communities if  
33 authorized to do so by the FCC.

1 Section 21. SUPPLEMENTAL PROVISIONS

2 In addition to the requirements of the Grantee other-  
3 wise contained herein, the Grantee shall:

4 (a) Provide a subscription television channel, or  
5 channels, with special programming as a supplement to  
6 subscribers of the basic service, which channels shall  
7 be made available to all subscribers on an optional  
8 basis at a rate or rates to be determined by the  
9 Grantee for each such subscription television channel.

10 (b) Make available to the granting authority, without  
11 charge, a channel for its use; provided however, said  
12 granting authority shall, at its expense, provide the  
13 necessary transmitting equipment for said channel. In  
14 the event special receiving equipment is required as a  
15 result of said use, then and in that event the grant-  
16 ing authority, at its expense, shall provide such spe-  
17 cialized receiving equipment.

18 (c) Make available, without charge, to the community,  
19 a channel which shall be available on a reserved time  
20 basis for local organizations domiciled or doing busi-  
21 ness in the franchised area, provided said users,  
22 shall, at their expense, provide the necessary trans-  
23 mitting equipment for said channel. In the event spe-  
24 cial receiving equipment is required as a result of  
25 said use, then and in that event the granting authority,  
26 at its expense, shall provide such specialized receiv-  
27 ing equipment.

28 (d) Make available, without charge, to all organized  
29 educational institutions, domiciled or doing business  
30 in the franchised area, a channel for the purpose of  
31 providing educational television to handicapped indi-  
32 viduals confined to their homes. Said educational  
33

1 institutions shall provide, at their expense, the nec-  
2 essary transmitting equipment for said channel. In the  
3 event special receiving equipment is required as a re-  
4 sult of said use, then and in that event, said educa-  
5 tional institution, at their expense, shall provide  
6 such specialized receiving equipment. The programming  
7 material shall be furnished by the educational insti-  
8 tution utilizing the channel.

9 Section 22. ACCEPTANCE

10 The franchise granted hereunder shall be accepted by Grantee by  
11 written acknowledgement filed with the County not later than sixty (60) days  
12 after the effective date of this Ordinance. The County shall certify the  
13 adoption hereof and cause the same to be published in the manner prescribed  
14 by law and shall forward a certified copy of this Ordinance to the Grantee.

15 Section 23. SEVERABILITY

16 If any section, subsection, sentence, clause or phrase of this  
17 Ordinance is for any reason held illegal, invalid or unconstitutional by the  
18 decision of any court of competent jurisdiction or the FCC, such decision  
19 shall not affect the validity of the remaining portions thereof. The County  
20 hereby declares that it would have passed this Ordinance and each section,  
21 subsection, sentence, clause and phrase hereof, irrespective of the fact  
22 that any one or more sections, subsections, sentences, clauses, or phrases  
23 be declared illegal, invalid or unconstitutional. The invalidity of any  
24 portion of this Ordinance shall not abate, reduce or otherwise affect any  
25 consideration or other obligation required by the County or the Grantee of  
26 the franchise granted hereunder.

27 Section 24. EFFECTIVE DATE

28 This Ordinance shall become effective as provided by law.

29  
30 ENACTED this 26th day of April, A.D., 1977.

31 FILED WITH DEPARTMENT OF STATE May 6, 1977

32 EFFECTIVE May 10, 1977

33 AC:ed  
5/4/77  
1086-317

STATE OF FLORIDA )  
 ) SS  
COUNTY OF BROWARD )

I, L. A. Hester, County Administrator in and for Broward County, Florida, and Ex-Officio Clerk of the Board of County Commissioners of said County, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of a ordinance enacted by the Board of County Commissioners at its regular meeting held on the 26th day of April, 19 77, as appears of record in the Minutes of said Board of County Commissioners.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 4th day of May, A.D. 19 77.

L. A. HESTER  
COUNTY ADMINISTRATOR

By  Deputy