

ORDINANCE NO. 3

ORDINANCE GRANTING NON-EXCLUSIVE FRANCHISE TO U.S. CABLEVISION GROUP, L.P.  
TO PROVIDE, CONSTRUCT AND MAINTAIN A CABLE TELEVISION SYSTEM  
WITHIN THE VILLAGE OF FLAT ROCK, NORTH CAROLINA

BE IT ORDAINED BY THE COUNCIL OF THE  
VILLAGE OF FLAT ROCK, NORTH CAROLINA:

SECTION 1. **GRANT AND TERM**

Subject to the terms and conditions of the Ordinance Establishing Conditions for Awarding Non-exclusive Franchise for the Construction, installation and maintenance of a system designed to provide cable television service to multiple subscribers within the Village of Flat Rock" (hereinafter referred to as the "Village of Flat Rock CATV Ordinance"), adopted on the 13th day of June, 1996, and the terms and conditions of this Grant of Franchise, U.S. Cablevision Group, L.P. (hereinafter referred to as "Grantee") is hereby granted, for a term ending July 11, 2006, the right, privilege and franchise to construct, have constructed, operate and maintain a cable television system and to operate a cable television service in the Village of Flat Rock, North Carolina.

SECTION 2. **ACCEPTANCE OF FRANCHISE**

This Grant of Franchise by the Village of Flat Rock, shall not be effective unless and until it is accepted by Grantee in writing and in such form as shall constitute a legally valid and binding acceptance hereof.

SECTION 3. **GRANTEE'S REPRESENTATIONS AND COVENANTS**

By its acceptance of this Grant of Franchise, Grantee represents and covenants as follows:

A. Grantee accepts and agrees to all the provisions of this Grant of Franchise and any instruments incorporated herein by reference.

B. Grantee confirms that it has examined all of the provisions of the Village of Flat Rock CATV Ordinance and waives any claims that any of the provisions thereof are unreasonable, arbitrary or void.

C. Grantee recognizes the right of the Village to make reasonable amendments to the Village of Flat Rock CATV Ordinance as it now exists and as it may be amended during the term of this Franchise, provided, however, that no such amendment shall compromise Grantee's ability to perform satisfactorily its obligations or rights under this Grant of Franchise. Grantee further recognizes and agrees that the Village of Flat Rock shall in no way be obligated to renew this Franchise at the end of the franchise term, subject, however, to the provisions of the Communications Act of 1934, as amended.

D. Grantee acknowledges that its rights hereunder are subject to the power of the Village of Flat Rock to adopt and enforce general ordinances necessary to the safety and welfare of the public, and Grantee agrees to comply with all applicable laws enacted by the Village of Flat Rock pursuant to such powers.

SECTION 4. BOOKS AND RECORDS

Grantee, by accepting this Grant of Franchise, agrees to keep full, true, accurate and current books of account, which books and records shall be made available for inspection and copying by the Village's Finance Officer or his authorized representative at all times.

ADOPTED, this 13th day of June, 1996

THIS GRANT OF FRANCHISE  
APPROVED AS TO FORM:

\_\_\_\_\_  
MAYOR  
ATTEST:

\_\_\_\_\_  
VILLAGE ATTORNEY

\_\_\_\_\_  
VILLAGE CLERK

ACCEPTANCE:

U.S. Cablevision Group, L.P. hereby accepts the Grant of Franchise as proposed and adopted by the Village Council of the Village of Flat Rock and agrees to abide by all of the terms and conditions contained in the said Grant of Franchise and the Village of Flat Rock CATV Ordinance heretofore adopted.

,1996 U.S. Cable Television Group, L.P.

By: \_\_\_\_\_  
Title:  
(Authorized Representative)