

ORDINANCE NO. 96-58

AN ORDINANCE OF THE COUNTY OF ST. JOHNS, STATE OF FLORIDA, GRANTING A NONEXCLUSIVE FRANCHISE TO CONTINENTAL CABLEVISION OF JACKSONVILLE, INC., TO PROVIDE CABLE TELEVISION SERVICE IN CERTAIN UNINCORPORATED AREAS OF ST. JOHNS COUNTY, FLORIDA, WHOSE BOUNDARY IS DESCRIBED IN EXHIBIT "A" ATTACHED TO THIS ORDINANCE; SETTING FORTH TERMS AND CONDITIONS OF THE FRANCHISE; APPROVING A CABLE TELEVISION FRANCHISE AGREEMENT ATTACHED TO THIS ORDINANCE AS EXHIBIT "B"; AMENDING ST. JOHNS COUNTY ORDINANCE 88-55 BY PROVIDING FOR TERMINATION OF THE FRANCHISE GRANTED BY ORDINANCE 88-55 WHICH IS BEING REPLACED BY THE FRANCHISE GRANTED BY THIS ORDINANCE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Continental Cablevision of Jacksonville, Inc., holds an existing nonexclusive cable television franchise under St. Johns County Ordinance 88-55, as amended, for a portion of the unincorporated area of St. Johns County, Florida; and

WHEREAS, Continental Cablevision of Jacksonville, Inc., has requested a nonexclusive cable television franchise under the St. Johns County Cable Television Ordinance 95-63; and

WHEREAS, the Board of County Commissioners of St. Johns County has considered all of the matters enumerated in Florida Statute 166.046 at the public hearing held to consider the adoption of this Ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA:

SECTION 1. Continental Cablevision of Jacksonville, Inc., (the "Grantee"), and its successors and assigns, are hereby granted a nonexclusive franchise to provide cable television service in certain unincorporated areas of St. Johns County, Florida, whose boundary is described in Exhibit "A" attached hereto (the "Franchise Area").

SECTION 2. Grantee shall provide such cable television services and construct, maintain and operate a cable television system within the Franchise Area in accordance with the terms and conditions of this Ordinance, the St. Johns County Cable Television Ordinance 95-63, and that certain Cable Television Franchise Agreement attached hereto as Exhibit "B" (the "Agreement").

SECTION 3. The franchise and rights granted herein are non-exclusive, and St. Johns County may grant to other persons or entities, rights similar to those granted herein.

SECTION 4. Section 17 of St. Johns County Ordinance 88-55 is amended to read as follows:

"Section 17. The franchise granted to Continental Cablevision of Jacksonville, Inc., under Ordinance 88-55,

as amended, shall remain in effect until terminated by the signing by Continental Cablevision of Jacksonville, Inc., of the acceptance contained in the Cable Television Franchise Agreement referred to in Section 5 of Ordinance 96-58."

SECTION 5. This amending Ordinance shall take effect upon the later of (i) filing of this Ordinance with the Department of State of the State of Florida, or (ii) the date that the acceptance contained in the Cable Television Franchise Agreement is signed by Continental Cablevision of Jacksonville, Inc., whichever is later. If the acceptance is not signed by Continental Cablevision of Jacksonville, Inc., within thirty (30) days after the date of adoption of this amending Ordinance, this amending Ordinance shall be of no force or effect.

ENACTED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 22 day of October, 1996.

**BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA**

By: Donald Jordan
Its Chair Donald Jordan



ATTEST: Carl "Bud" Markel, Clerk

By: Carl "Bud" Markel
Clerk

Adopted October 22, 1996
Meeting Regular
Effective November 5, 1996

EXHIBIT "A"

All of the unincorporated areas of St. Johns County, Florida, excepting therefrom the following described area:

Beginning at the intersection of the shores of the Atlantic Ocean with the Southern City Limits line of South Ponte Vedra Beach and run Westerly along said Southern City Limits to Shannon Road; thence continue Westerly along Shannon Road to U.S. #1; thence Southerly along U.S. #1 to Nine-Mile Road/International Golf Parkway; thence Westerly along Nine-Mile Road/International Golf Parkway to I-95; thence Southerly along I-95 to St. Johns County's Southerly line; thence Easterly along said county line to the shores of the Atlantic Ocean; thence Northerly along said shores of the Atlantic Ocean to the Point of Beginning.

“Exhibit B”

Continental Cablevision of Jacksonville, Inc. Franchise Agreement

FRANCHISE AGREEMENT
BETWEEN
ST. JOHNS COUNTY, FLORIDA
AND
CONTINENTAL CABLEVISION OF JACKSONVILLE, INC.

Dated as of _____

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CABLE TV FRANCHISE AGREEMENT

THIS AGREEMENT made and entered as of the _____ day of _____, 1996 by and between The County of St. Johns, Florida ("Grantor"), and Continental Cablevision of Jacksonville, Inc., ("Grantee"):

WHEREAS, Grantor has considered Grantee's request for the grant of this Franchise in accordance with the requirements of Section 166.046 of the Florida Statutes; and

WHEREAS, Grantor at its duly authorized and regular meeting did vote to grant this Cable TV Franchise to Grantee:

NOW THEREFORE in consideration of this grant of the CATV Franchise, the parties agree as follows:

I. DEFINITIONS

For the purposes of this Agreement, the following terms, phrases, words and their derivations shall have the meaning given herein, unless the context clearly indicates that another meaning is intended. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

A. "Cable System", "System", "CATV System" or "Cable Television System"

Any facility, consisting of a set of closed transmission paths and associated signal generation, reception and control equipment that is designed and used by Grantee to provide cable service, including video programming, by wire or cable to subscribing members of the public who pay for such service. The complete system in a physical sense includes: the antennas, cables, amplifiers, towers, microwave links, satellite links, and any other conductors, converters, equipment or facilities and plant designed and constructed for the purpose of receiving or producing, amplifying, storing, processing and distributing cable services to and/or from subscribers.

B. "Franchise Area"

The certain unincorporated area of St. Johns County, Florida, set forth on Exhibit "A", attached hereto.

C. "Grantee"

Continental Cablevision of Jacksonville, Inc., and its successors and assigns in accordance with the provisions of the Cable TV Ordinance.

D. "Gross Receipts" or "Gross Revenues"

The total of any and all payments made to or compensation received by Grantee, directly or indirectly, derived from any Subscriber Service, subscriptions, per program or per channel charges, leased channel revenues collected from programmers, broadcast cable shopping channels, or any other revenue derived from Subscribers to the system in the Franchise Area in any way associated with the provision of cable services. The term "Gross Receipts" and "Gross Revenues" shall not include revenue from any refundable Subscriber deposits, any franchise fees paid hereunder (whether the costs of such fees are passed on to Subscribers or not), or sales taxes. As used herein, the term "cable services" shall have the same meaning as that term is defined in 47 USC Section 522 of the 1996 Cable Act.

E. "Subscriber Service"

Any cable service.

F. "Transfer"

The disposal, directly or indirectly, voluntary or involuntary, by any method, including gift, assignment, sale, merger, consolidation, acquisition, bankruptcy, receivership, or otherwise, of the ownership or control of Grantee, the Cable System, or the Franchise, in whole or in substantial part. Notwithstanding anything in the CATV Ordinance to the contrary, such term shall not include the sale, transfer or assignment of ownership or control of Grantee, the Cable System or Franchise to any wholly owned subsidiary of Grantee's Parent or of Grantee, provided such subsidiary agrees in writing to legally assume and be bound by all of the obligations and terms herein. Nor shall such term include any management contract entered into between Grantee and a non-affiliated party to assist Grantee in the management of the Franchise and Cable System described herein.

II. GRANT

A. Franchise

Grantor hereby grants to Grantee a non-exclusive Franchise to operate a Cable Television System to serve the Franchise Area in accordance with the terms and conditions set forth below.

B. Rights and Privileges

This grant provides a non-exclusive right and privilege, except as specifically required now and in the future by Grantor, authorizing Grantee, its agents, representatives and subcontractors to construct, erect, operate and maintain in, upon, along, across, above, over and under Grantor's streets, rights-of-way, alleys, public ways and public places now laid out or dedicated and all extensions thereof and additions thereto including such wires, poles, cables, underground conduits, conductors, and fixtures as may be necessary for the maintenance and operation of a Cable Television System, as described herein.

C. Right to Use and Occupy

The right to use and occupy Grantor's streets, alleys, public ways and places for the purposes herein set forth shall not be exclusive and the Grantor reserves the right to grant the non-exclusive use of the same Grantor streets, rights-of-way, alleys, public ways and places to any other person or entity at any time during the period of this Franchise. Grantee may enter into agreements for the attachment to and use of facilities owned and operated by public utilities operating within the Territorial Limits whereby Grantee shall comply strictly with the terms, provisions and restrictions of said agreements; and copies of all such agreements made with public utilities operating with the Grantee shall be placed on file with Grantor immediately upon their execution. Grantee shall at all times during the life of this Franchise be subject to all lawful exercise of police power by Grantor and to such reasonable regulations as Grantor may provide hereafter by resolution or ordinance.

D. Construction Compliance

Construction, operation and maintenance of the system by Grantee or Grantee's agents, representatives and subcontractors shall be in full compliance with the National Electrical Code as from time to time amended and revised, and in full compliance with all applicable rules and regulations now in effect or hereinafter adopted by the Federal Communications Commission, the County of St. Johns, the State of Florida and the United States government.

III. FRANCHISE TERM

A. Term

The term of this Franchise shall commence on the date of its execution by the Grantee (The "Effective Date") and shall terminate on December 28, 2016.

B. Franchise Extension and Renewal Procedures

Franchise Extension and Renewal procedures shall comply with the 1984 Cable Act, as amended, and to applicable law. Grantee is exempted from the application and renewal provisions contained in Section XV of the County Master Cable Television Ordinance in respect to the initial grant of this Franchise, but not as to any future renewal request.

IV. SYSTEM CHANNEL CAPACITY

A. Channel Capacity

Within thirty (30) months after execution of this Franchise, the Cable System shall be capable of providing at least 60 (6MHz) TV channels including FM downstream, and shall be capable of carrying 4 channels upstream by addition of modules. The System shall meet or exceed the standards set forth in the Technical Standards as promulgated by the Federal Communications Commission (FCC).

B. Upstream (Bi-directional) Capability

Upstream channels shall be activated to accommodate the future requirements as agreed to by Grantor and Grantee. The Headend shall be fully activated to provide signals as required by this Agreement, and shall have the open capacity to be expanded to provide the full complement of required channels, upstream and downstream.

V. INSTITUTIONAL AND LOCAL-ORIGINATION FACILITIES

A. Terminal Equipment

1. *Schedule*--Within twelve (12) months after request by Grantor, Grantee shall provide transmission capability and a converter at each specified Government and Educational administrative building and school building located within the Franchise area, as required by Grantor.
2. *Costs*--The cost of any modulators and converters provided under this Part shall be borne by Grantee, and shall be considered a part of Grantee's cost of doing business.
3. *Headend Equipment*--Within twelve (12) months after request by Grantor, but not less than thirty (30) months after the date of this Franchise, Grantee shall provide switching and conversion capability at the Headend, as listed in channels to one or more downstream-access channels as needed to implement the requirements of this Franchise.

B. Education, Government and Leased Access Channels

1. *Identification of Channels*--This Section provides, ultimately and conditionally, for up to a total of three (3) channels for Access, plus additional channels for Leased-Access use by third parties. The channels listed below are identified in more detail in the following sections.

- a. Educational Access (2 channels)
- b. Government Access
- c. Leased Access

2. *Upstream Capability*--Within thirty (30) months after the effective date of this Franchise, (a) Grantee shall, at the request of the Grantor, provide for upstream signal-injection capability at technically feasible points in the System; (b) Grantee shall provide transmission capability to serve the signal-injection point(s) as determined pursuant to V.A.1.

3. *Channel Allocation*--

- a. Educational and Government Access Channel. Initially, one dedicated Access Channel shall be provided by Grantee to be used by the County of St. Johns for education and government broadcasts. When not in use for local broadcast, the said Access Channel shall cover the Florida Legislature, if in session, unless covered on an alternate channel available in St. Johns County. Continental Cablevision of Jacksonville, Inc. will provide technical assistance to connect the County of St. Johns' equipment to the cable television headend at Continental Cablevision's headend location. Continental Cablevision of Jacksonville, Inc. will coordinate scheduling with the County of St. Johns and perform any insertion of tapes at the headend. In the event usage demand for this access channel during the hours of 6 P.M. through midnight on Monday through Friday exceeds 65%, Grantee shall provide a second channel for such access purposes. The County of St. Johns will be responsible for providing all material to be played on such access channels. Alternatively, at Grantee's option, Grantee will enter into an interconnection arrangement with another cable system serving the St. Johns County area that allows Grantee to provide its subscribers one or more educational and government access channels provided by the interconnected cable system pursuant to its franchise agreement with Grantor.
- b. Leased Access Channels. Within thirty (30) months after execution of this Franchise, Grantee's System shall be capable of providing the number of channels required for Leased-Access use by Federal Regulation (47 USC 532).

4. *Additional Access Channels*--A Third Access Channel shall be provided for Educational use pursuant to the above Access service arrangement only after Grantor identifies a substantial demonstrated need for such, provided, however, that where technically and economically feasible alternatives are available, Grantee shall be given the opportunity to accommodate further channel usage for Access purposes without dedicating a specific channel.

To justify any request for an additional Access Channel and to provide notice and planning data to Grantee, Grantor shall propose and provide an operating plan and budget for each such additional channel requested beyond the first such channel.

5. *Program Content; Control*--No control over Access programming content shall be exercised by Grantee except the establishment of rules prohibiting presentation of obscene and indecent material as required by the FCC and by the 1996 Cable Act and any amendments thereto.
6. *Alternate Use*--Grantee may use Access Channels for any lawful purpose during such periods as they are not being used for access purposes, provided that access use shall have priority at all times.
7. *County-Wide Distribution*--Grantee shall provide full cooperation with the County Cable Operator(s), to share programming throughout St. Johns County as programmed by the County School System.

C. Transmission-System Equipment and Services for Access Use

All necessary switching, routing, and processing equipment in the headend shall be provided by Grantee to enable operation of the Access Channels.

VI. GRANTEE - LOCAL-ORIGINATION EQUIPMENT; LOCAL-ORIGINATION CHANNEL

Not applicable.

VII. CAPITAL GRANTS; INCIDENTAL EXPENSES; FEES; SUPPORT

A. Capital Grant; Educational Access

Grantor acknowledges that Grantee has already provided to the Grantor video and telecommunications equipment to fulfill its capital grant obligation hereunder.

B Incidental Expenses and Filing Fees

- 1 List of Expenses Notwithstanding and in lieu of the provisions of paragraph 6 of Sec III of the CATV Ordinance Grantee shall submit a non refundable "Filing Fee" to be paid to Grantor in an amount of One Thousand Five Hundred Dollars (\$1,500)
- 2 Payment Full payment of such fee shall be paid to Grantor by Grantee at the time of its application for this Franchise Such payment shall not be subject to refund, and shall be considered as Incidental Expenses not to be included as part of any Franchise Fee payment and not excludable from Gross Revenues as defined in the CATV Ordinance (Section II Para 120) for purposes of calculation of the Franchise Fees due Grantor

C Transfer Fee

No transfer fee shall be imposed on this Franchise provided that the Grantee is paying the maximum 5% Franchise Fee

D Training

Upon request, Grantee shall provide instruction to Grantor's and School's employees for TV program origination and coordination at Grantee's cost Such instructions shall be limited to instruction in the operation of the Origination Equipment provided

E Cablecasting of County Commission Meetings

Not Applicable

F Application of Funds and Equipment

Funds and/or equipment as required herein shall be used for Government and Educational purposes, including but not limited to class room instruction student training, televised school system sports and other school events County Commission meetings, administrative support safety crime prevention and other local access/local service purposes

VIII RATES SERVICE SUBSCRIBER CHANNEL ARRAY

A Rate Structures

Grantee's initial rate structure as of the date of execution of this Franchise shall be

provided to Grantor within thirty (30) days after the Effective Date of this Agreement, with modifications allowable in accordance with any clarification and enforcement of applicable FCC Rules.

B. Channel Arrays

Within thirty (30) days after the Effective Date of this Agreement, Grantee's initial Channel Array shall be provided to Grantor with modifications allowable in accordance with any clarification and enforcement of applicable FCC Rules.

C. Notice of Rate Changes: Rate Regulation

1. *Notice*--Grantee shall give Grantor and all Subscribers at least 30 days notice of any change in Subscriber rates.
2. *Regulation*--If Grantor is certified by the FCC, or becomes certified by the FCC to regulate rates, Grantee shall submit changes in *Basic Rates* to Grantor for approval in accordance with and to the extent required by the regulations prescribed by the FCC. Where applicable, such rates shall become effective 30 days thereafter, except that Grantor may "toll" the 30-day deadline by as much as 120 days, for a total of 150 days for some cases *not involving* cost-of-service showing, or for an additional 150 days for a total of 180 days for cases *involving* cost-of-service showing. If Grantor has not acted within 150 days or 180 days following receipt of complete information, the rate changes shall be considered to be approved, and may become effective immediately (after a total of 150 days or 180 days from date of notification). FCC Rules 76.932 and 76.933 shall apply, and take precedence over the provisions of this Paragraph VIII as appropriate. If Grantor has not been certified to regulate Basic Rates, then this Paragraph VIII.C.2 shall not apply until such time as Grantor shall have become certified.

D. Subscriber Equipment

1. *Third-Party Equipment*--Subscribers may acquire and use third-party equipment, instead of leasing same from Grantee, provided such equipment is technically compatible with Grantee's System, and in no way interferes with the operation of the Grantee's System, and provided that subscribers pay standard programing rates to Grantee.
2. *Repairs and Services*--Grantee shall not be responsible for repair and services to such third-party equipment, except for any additional signal control (copyright-protection) equipment programming as required by Grantee.

E. Standard Service to Schools and Government Buildings

Upon request by Grantor, Grantee shall provide one free drop and one free converter as necessary and Basic service without charge to all buildings within the territorial limits passed by the Cable System which are owned or occupied by a governmental entity for predominantly educational or governmental use. Grantee shall not be required to extend any such drop more than 250 feet from the cable distribution line unless the expense of such additional extension is borne by the entity being served. Such single drop may be internally extended by the governmental entity without cost to, or responsibility of Grantee, subject to the condition that all such internal distribution shall meet all FCC requirements relative to signal leakage.

IX. FRANCHISE-FEE PAYMENTS TO GRANTOR

A. Conditions

1. *Amount, Payment*--Grantee shall pay to Grantor a Franchise Fee in the amount of 5% of Gross Receipts as defined in Section I of this Agreement, beginning upon acceptance of this Franchise.
2. *Changes in Law; Exclusions*--At Grantor's option, the amount of the Franchise Fee may be increased in accordance with any changes in applicable law, or applied to cable service revenue derived from advances in technology to the extent subject to the Franchise Fee for cable services under federal law. Capital Grants, training (VII), or other service and equipment provided in accordance with this Franchise shall not be considered as a part of the Franchise Fees, but shall be provided in addition to such Fees.
3. *Not To Diminish*--This Franchise fee shall not modify or diminish any fees, taxes, assessments or charges that are or would be due from Grantee under any other law, ordinance, rule or regulation.

B. Payments

Franchise Fee payments shall be made biannually and shall represent the total compensation due to the Grantor from the Grantee during the term of this Agreement.

X. SECURITY DEPOSIT

There shall be no Security Deposit.

XI. REPORTING

A. Annual Report, Franchise Fees

No later than seventy-five (75) days after the end of each Grantee fiscal year, Grantee shall present to Grantor a Certified Revenue Letter which shall include allocation of Gross Receipts from all sources, and reconciliation and adjustment of Franchise Fees.

B. Summary Reports

Within ten (10) days after Grantor's request, Grantee shall provide summary reports of (1) system outages, (2) subscriber complaints, (3) public complaints, (4) customer service performance, (5) service call ratio, and (6) other related service information for the period designated by Grantor.

C. Federal and State Law

Grantee shall comply with all reporting requirements of the FCC and applicable law, including the requirements of the 1984, 1992, and 1996 Cable Acts, current FCC Rules, and the Statutes of the State of Florida. Copies of such reports shall be filed with Grantor.

XII. COMPETING AND OVERLAPPING FRANCHISES

Grantee shall not acquire or sell an interest in any competing cable operator or franchisee system serving any part of the unincorporated area of St. Johns County, during the Term of this Franchise and any extensions hereto, unless first approved by Grantor, such approval not to be unreasonably withheld.

XIII. ORDINANCE NOT ALTERED

The Grantee acknowledges that it is bound by the St. Johns County Cable Television Ordinance, a copy of which is attached hereto, (said Ordinance also being referred to herein as the "Cable TV Ordinance" or "CATV Ordinance") and that nothing in this Franchise Agreement is intended to limit, alter or supersede any terms or provisions of the Ordinance unless expressly modified in this Franchise Agreement and any exhibits hereto. That some sections of the Ordinance are specifically mentioned in this Franchise Agreement shall not diminish the applicability of other sections which are not mentioned. Where there exists any conflict between the terms or provisions of such Ordinance and the terms or provisions of this Franchise Agreement, the Franchise Agreement shall control as provided for in Section XXVIII of the Cable TV Ordinance.

XIV. WRITTEN NOTICE; GRANTEE'S REGISTERED AGENT

All notices, reports, or demands required to be given to or served on Grantor and/or Grantee shall be in writing and shall be deemed to have been given when delivered personally to the persons designated below, or when seventy-two (72) hours have elapsed after being deposited in the United States mail in a sealed envelope, with registered or certified mail postage prepaid thereon, or on the next business day if sent by express mail or overnight air courier addressed to the party to which notice is being given, as follows:

If to Grantee:

Continental Cablevision of Jacksonville, Inc.
5934 Richard Street
Jacksonville, Florida 32216
Attention: David Reid

If to Grantor:

St. Johns County
4020 Lewis Speedway
St. Augustine, Florida 32095
Attention: County Administrator

Addresses may be changed by either party upon written notice to the other party, Certified Mail, Return Receipt Requested.

XV. MISCELLANEOUS MODIFICATIONS AND CLARIFICATIONS TO CATV ORDINANCE

A. State of The Art

In view of Grantee's reliance on the use of the advanced transmission facilities to provide the cable services herein, Grantee shall be excepted from the requirements of Sec. IV, paragraph 10.

B. Reservation of Grantor's Rights in Public Rights-of-Way: Easements

Notwithstanding anything in the CATV Ordinance to the contrary, Grantee agrees that all public easements and public rights of way granted to or obtained by Grantee shall be non-exclusive and fully accessible to and assignable by Grantor and its assignees.

C. Protection of Privacy

Grantee specifically agrees to abide by the subscriber privacy provisions contained in paragraphs 1 through 4 of Sec. VII of the Cable TV Ordinance; provided however, nothing in paragraph 3 or 4 of Sec. VII of said Ordinance shall prohibit Grantee from conducting system wide or individually addressed polling or "sweeps" for the purpose of verifying system integrity, controlling return path transmissions, determining aggregate channel or service viewership, or that is necessary to Grantee's promotional, marketing or billing activities.

D. Construction Bond

In lieu of the requirements of paragraph 4 of Sec. XI of the CATV Ordinance, Grantee shall post and maintain a Construction Bond in favor of Grantor in the amount of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) by a bonding company licensed to do business in the State of Florida.

E. Insurance Coverage

The insurance and indemnification coverage required by paragraphs 1 and 2 of Sec. XI of the CATV Ordinance shall have limits of not less than One Million Dollars (\$ 1,000,000) combined single limit with a Two Million Dollar (\$2,000,000) umbrella for loss of life or injury to one or more persons and for property damage as a result of one incident.

F. Performance Bond: Indemnity

The corporate surety bond required by Sec. XI, paragraph SA. shall be in the amount of Five Thousand Dollars (\$5,000) and shall be posted and issued no later than the date of acceptance of this Franchise.

G. Approval of Insurance Company By Grantor

Grantor approval of the insurance coverage referenced in Sec. XI, paragraph 9 of the CATV Ordinance shall be requested at least fifteen (15) days prior to acceptance of this Franchise.

H. Indemnification

The last three lines of the first subparagraph of paragraph 1 of Sec. XII of the CATV Ordinance are modified to read:

“...or in connection with, or result from the actions of the Grantee or Grantee’s agents, successors, employees, contractors or invited parties in their use of, or activities, or omissions in, Grantor’s streets or property. Grantor shall give Grantee reasonable written notice of any such claim, demand, suit or other action.”

Grantor shall not unreasonably withhold its consent to settlement of any claim, suit or other action covered by this provision.

I. Forfeiture and Termination: Liquidated Damages

The forfeiture and termination provisions in Section XIV of the Cable TV Ordinance shall not apply to paragraphs 2.A (4), (7), (16) and (17) of the Ordinance. Also, the perpetration of any fraud or deceit upon an individual or only a few Subscribers or users of the System that represents an isolated occurrence that is not reflective of a pattern or practice shall not constitute a substantial breach by Grantee under paragraph 2.A.(10) of the Ordinance. However, should Grantee accumulate \$5,000 in Liquidated Damages over any one-year period, Grantee shall automatically pay Grantor the additional sum of \$2,500 in Liquidated Damages in lieu of treating such event as a substantial breach of this Agreement.

J. Removal After Expiration or Revocation: Option to Purchase

Grantee shall be exempt from the requirements of paragraph 5 of Sec. XIV of the CATV Ordinance.

K. Local Business Office

The Grantee shall endeavor to provide a local business office within St. Johns County; provided, however, the Grantee shall maintain a Local Business Office within St. Johns County within sixty (60) days after acquisition of any existing Cable Franchise within St. Johns County, or by the date of January 1, 2000, whichever shall first occur.

A "Local Business Office" means an office meeting the requirements of Section IV. 16. and Section VI.3. of the CATV Ordinance.

Executed this _____ day of _____, 1996

by the County of St. Johns

Executed:

By: Ronald Jordan
Commissioner

ATTEST: Carl "Bud" Markel, Clerk

County clerk

ACCEPTED By Continental Cablevision of Jacksonville, Inc.

by: _____ Date: _____
Officer

ATTEST:

I hereby certify that I am the _____ of the Company known as
Title

_____, and that
Name

_____ is the _____ of the Company and has
Name Title

duly executed and accepted this Franchise on the _____ day of _____, 1996.

EXHIBIT "A"

All of the unincorporated areas of St. Johns County, Florida, excepting therefrom the following described area:

Beginning at the intersection of the shores of the Atlantic Ocean with the Southern City Limits line of South Ponte Vedra Beach and run westerly along said Southern City Limits to Shannon Road; thence continue Westerly along Shannon Road to U. S. #1; thence Southerly along U. S. #1 to Nine-Mile Road/International Golf Parkway; thence Westerly along Nine-Mile Road/International Golf Parkway to I-95; thence Southerly along I-95 to St. Johns County's Southerly line; thence Easterly along said county line to the shore of the Atlantic Ocean; thence Northerly along said shores of the Atlantic Ocean to the Point of Beginning.

The St. Augustine Record

PUBLISHED EVERY AFTERNOON MONDAY THROUGH FRIDAY, SATURDAY AND SUNDAY MORNING
ST. AUGUSTINE AND ST. JOHNS COUNTY, FLORIDA

STATE OF FLORIDA, COUNTY OF ST. JOHNS

Before the undersigned authority personally appeared _____

Julia Meeks who on oath says that she is
Accounting Clerk of the St. Augustine Record, a

daily newspaper published at St. Augustine in St. Johns County, Florida:

that the attached copy of advertisement, being a _____

Notice of Public Hearing

in the matter of Oct. 22, 1996 @ 1:30pm

in the _____ Court, was published in said newspaper in the

issues of Oct. 11, 1996

Affiant further says that the St. Augustine Record is a newspaper published at St. Augustine, in said St. Johns County, Florida, and that the said newspaper heretofore been continuously published in said St. Johns County, Florida, each day and has been entered as second class mail matter at the post office in the City of St. Augustine, in said St. Johns County, Florida, for a period of one year next preceding the first publication of the copy of advertisement; and affiant further says that she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing the advertisement for publication in the said newspaper.

Sworn to and subscribed before me this 11th day of Oct., 1996,

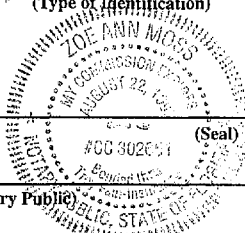
by Julia Meeks who is personally

known to me or who has produced _____ personally known _____ as
(Type of Identification)

identification.

Zoe Ann Moss
(Signature of Notary Public)

Zoe Ann Moss
(Print, Type or Stamp Commissioned Name of Notary Public)



COPY OF ADVERTISEMENT

NOTICE OF PUBLIC HEARING BY THE ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS. NOTICE IS HEREBY GIVEN that the Board of County Commissioners of St. Johns County, Florida, at its regular meeting on Tuesday, October 22, 1996 at 1:30 p.m. in the County Auditorium at the County Administration complex, 4020 Lewis Speedway (County Road 16-A) and U.S. 1 North, St. Augustine, Florida, will hold a public hearing to consider passage of the following ordinance: AN ORDINANCE OF THE COUNTY OF ST. JOHNS, STATE OF FLORIDA, GRANTING A NONEXCLUSIVE FRANCHISE TO CONTINENTAL CABLEVISION OF JACKSONVILLE, INC. TO PROVIDE CABLE TELEVISION SERVICE IN CERTAIN UNINCORPORATED AREAS OF ST. JOHNS COUNTY, WHOSE BOUNDARY IS DESCRIBED IN EXHIBIT "A" ATTACHED TO THIS ORDINANCE; SETTING FORTH TERMS AND CONDITIONS OF THE FRANCHISE; APPROVING A CABLE TELEVISION FRANCHISE AGREEMENT ATTACHED TO THIS ORDINANCE AS EXHIBIT "B"; AMENDING ST. JOHNS COUNTY ORDINANCE 88-55 BY PROVIDING FOR TERMINATION OF THE FRANCHISE GRANTED BY ORDINANCE 88-55 WHICH IS BEING REPLACED BY THE FRANCHISE GRANTED BY THIS ORDINANCE; AND PROVIDING AN EFFECTIVE DATE.

The proposed ordinance is on file in the office of the Clerk of the Board of County Commissioners of the St. Johns County Administration Complex, 4020 Lewis Speedway (CR 16A and U.S. 1), St. Augustine, Florida and may be examined by parties interested prior to the public hearing. All parties having any interest in said ordinance will be afforded an opportunity to be heard at the public hearing.

If a person desires to appeal any decision made by the Board of County Commissioners with respect to any matter considered at the public hearing, he/she will need a record of the proceedings, and for such purposes he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

NOTICE TO PERSONS NEEDING SPECIAL ACCOMMODATIONS AND TO ALL HEARING IMPAIRED PERSONS: In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in these proceedings should contact ADA Coordinator, at (904) 823-2501 or at the County Administration Building, 4020 Lewis Speedway, St. Augustine, FL 32095. For hearing impaired individuals, Telecommunication Device for the Deaf (TDD): 823-2501 or Florida Relay Service: 1-800-955-8770, no later than 7 days prior to the date of this hearing.

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY