

**RESOLUTION NO. 2005- 160**

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF  
ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS,  
PROVISIONS, CONDITIONS, AND REQUIREMENTS OF AN  
AMENDED CABLE TELEVISION FRANCHISE AGREEMENT  
BETWEEN ST. JOHNS COUNTY, FLORIDA, AND LITESTREAM  
HOLDINGS, LLC, AND AUTHORIZING THE COUNTY  
ADMINISTRATOR TO EXECUTE THE AMENDMENT TO THE CABLE  
TELEVISION FRANCHISE AGREEMENT, ON BEHALF OF ST. JOHNS  
COUNTY**

**WHEREAS**, Litestream Holdings, LLC, currently has a Cable Television Franchise Agreement with St. Johns County, Florida, which is attached hereto, and incorporated herein; and

**WHEREAS**, the Franchise Agreement acknowledges that Litestream Holdings, LLC is expected to comply with all applicable provisions of County Ordinance 95-63; and

**WHEREAS**, the County has repealed Section III(8)(B)(5) of County Ordinance 95-63, in order to allow under certain conditions, existing franchised cable operators to acquire competing cable systems without the necessity of securing prior approval from the County; and

**WHEREAS**, Section XII, and Section XIV(A) of the Franchise Agreement appears no longer needed in light of the repeal of Section III(8)(B)(5) of County Ordinance 95-63; and

**WHEREAS**, Litestream Holdings, LLC has requested the Franchise Agreement be amended, so as to delete Section XII and Section XIV(A) from said Franchise Agreement; and

**WHEREAS**, the County has considered the request of Litestream Holdings, LLC, and determined that the deletion of Section XII, and Section XIV(A) of the Franchise Agreement will not negatively impact the interests of the County; and

**WHEREAS**, it is in the collective best interests of both the County, and Litestream Holdings, LLC, to have this Amendment executed by the County.

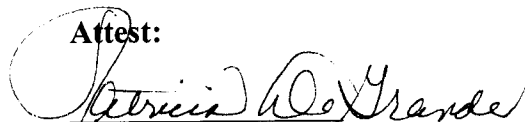
**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AS FOLLOWS:**


**Section 1.** The above Recitals are hereby incorporated into the body of this Resolution, and are adopted as Findings of Fact.

**Section 2.** The Board of County Commissioners hereby approves the terms, provisions, conditions, and requirements of an Amended Cable Television Franchise Agreement between St. Johns County, Florida, and Litestream Holdings, LLC, and authorizes the County Administrator to execute the Amended Cable Television Franchise Agreement on behalf of St. Johns County.

**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, Florida, this 14 day of June, 2005.

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

**Attest:**  
  
**Deputy Clerk**

**By:**  
  
**Bruce A. Maguire, Chair**

RENDITION DATE 6-16-05



**AMENDMENT TO CABLE TELEVISION FRANCHISE AGREEMENT  
BETWEEN ST. JOHNS COUNTY, FLORIDA,  
AND LITESTREAM HOLDINGS, LLC**

**THIS AMENDMENT (“Amendment”)** to the **Cable Television Franchise Agreement (“Franchise Agreement”)** between St. Johns County, Florida, and Litestream Holdings, LLC, is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2005, by **St. Johns County (“County”)**, 4020 Lewis Speedway, St. Augustine, Florida 32084, and **Litestream Holdings, LLC (“Litestream”)**, \_\_\_\_\_, St. Augustine, Florida 32092 (local address).

**RECITALS:**

**WHEREAS**, the **County** and **Litestream Technologies** entered into the original **Franchise Agreement** (attached and incorporated herein) on March 4, 2002; and

**WHEREAS**, the **County** approved the transfer of the **Franchise Agreement** from **Litestream Technologies** to **Litestream Holdings, LLC** on July 13, 2004; and

**WHEREAS**, the **Franchise Agreement** acknowledges that **Litestream Holdings, LLC** is expected to comply with all applicable provisions of **County Ordinance 95-63**; and

**WHEREAS**, the **County** has repealed Section III(8)(B)(5) of **County Ordinance 95-63**, in order to allow, under certain conditions, existing cable operators to acquire competing cable systems without the necessity of securing prior approval from the **County**; and

**WHEREAS**, the **Franchise Agreement** between the **County**, and **Litestream Holdings, LLC** contains a provision (Section XII), which states: “Grantee [the franchised cable operator] 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 extension hereto, unless first approved by Grantor”; and

**WHEREAS**, the **Franchise Agreement** between the **County**, and **Litestream Holdings, LLC** contains a provision (Section XIV(A), which states: “Grantor may disapprove any sale, transfer or change of control of the Franchise or the Cable System that would tend to reduce competition between competitive Cable TV Systems operating in the Territorial Limits of Grantor”; and

**WHEREAS**, both Section XII Section XIV(A) of the **Franchise Agreement** appear no longer needed in light of the repeal of Section III(8)(B)(5) of **County Ordinance 95-63**; and

**WHEREAS**, **Litestream Holdings, LLC** has requested that both Section XII, and Section XIV(A) of the **Franchise Agreement** be deleted; and

**WHEREAS**, the **County** has considered the request of **Litestream Holdings, LLC**, and determined that the deletion of Section XII, and Section XIV(A) of the **Franchise Agreement** will not negatively impact the interests of the **County**; and

**WHEREAS**, it is in collective interests of both the **County**, and **Litestream Holdings, LLC** to have the **Franchise Agreement** revised, in order to have this **Amendment** executed by the **County**.

**NOW THEREFORE**, in consideration of the premises and mutual covenants contained herein, the parties hereby agree as follows:

**Section 1. Findings.**

The above Recitals are hereby incorporated into the body of this Amendment, and are adopted as Findings of Fact.

**Section 2. Deletion of Section XII of County/Litestream Holdings, LLC Cable Television Franchise Agreement.**

The **County/Litestream Holdings, LLC Cable Television Franchise Agreement** is amended so as to delete Section XI of said **Franchise Agreement**.

**Section 3. Deletion of Section XIV(A) of County/Litestream Holdings, LLC Cable Television Franchise Agreement.**

The **County/Litestream Holdings, LLC Cable Television Franchise Agreement** is amended so as to delete Section XIV(A) of said **Franchise Agreement**.

**Section 4. Continued Viability, Applicability, and Enforceability of All Other Provisions of County/Litestream Holdings, LLC Cable Television Franchise Agreement.**

It is expressly noted that except for the deleted Sections (noted above), all other provisions of the **County/Litestream Holdings, LLC Cable Television Franchise Agreement** remain viable, applicable, and enforceable.

**Section 5. Severability.**

If any word, phrase, sentence, part, subsection, section, or other portion of this **Amendment**, or any application thereof, to any person, or circumstance is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, subsection, or other portion, or the proscribed application thereof, shall be severable, and the remaining portions of this **Amendment**, and all applications thereof, not having been declared void, unconstitutional or invalid, shall remain in full force, and effect.

**Section 6. Effective Date.**

The effective date for this **Amendment** is **July 1, 2005**.

**IN WITNESS WHEREOF**, the parties have set their hands and seals as of the \_\_\_\_\_ day of \_\_\_\_\_, 2005.

BOARD OF COUNTY COMMISSIONERS OF  
ST. JOHNS COUNTY, FLORIDA

BY: \_\_\_\_\_  
County Administrator

ATTEST: CHERYL STRICKLAND, CLERK

BY: \_\_\_\_\_  
Deputy Clerk

WITNESSES AS TO:

LITESTREAM HOLDINGS, LLC

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

\_\_\_\_\_  
President