

ORDINANCE NO. 006

AN ORDINANCE EXTENDING THE BOUNDARY LIMITS AND ANNEXING CERTAIN TERRITORY LYING ADJACENT TO THE TOWN OF ANNETTA SOUTH, TEXAS; PROVIDING THAT THE ORDINANCE BE ADVERTISED IN A DAILY NEWSPAPER PUBLISHED IN SAID CITY IN ACCORDANCE WITH THE PROVISIONS OF THE CITY CHARTER; AMENDING ALL ORDINANCES IN CONFLICT HEREWITH; PRESCRIBING A SAVINGS CLAUSE AND SPECIFYING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE TOWN OF ANNETTA SOUTH, TEXAS:

I.

That the territory described in Exhibit "A" attached hereto and made a part hereof for all purposes, lying adjacent to the Town of Annetta South, Texas, is hereby annexed and brought within the corporate limits and made an integral part of said Town of Annetta South, Texas, said territory being situated in Parker County, Texas, and being described by metes and bounds in Exhibit "A".

II.

This ordinance shall and does hereby amend every prior ordinance in conflict herewith, but as to all other ordinances or sections of ordinances not in direct conflict herewith this ordinance shall be and is hereby made cumulative.

III.

This ordinance shall be published one time in a daily newspaper published in the Town of Annetta South, Texas, in accordance with the provisions of the City Charter.

IV.

If any section, subsection, clause, sentence, phrase or word of this ordinance is for any reason held void or unconstitutional by a court of competent jurisdiction, such invalidity shall not affect the validity of the remaining sections, subsections, clauses, sentences, phrases or words, except as the same are inseparable from and indispensable to the remaining portions of the ordinance.

V.

This ordinance shall become effective and be in full force and effect from and after the date of its passage, and it is so ordained.

PASSED AND ADOPTED by the Board of Aldermen of the
Town of Annetta South, Texas, this the 14th day of ^{January} ~~November~~,
1982.
1981.

APPROVED:

BY: Carl P. Robinson
MAYOR

ATTEST:

BY: Alva A. Johnson
CITY SECRETARY

CONSENT

14 November, 19__

To: Firstmark Credit Corporation
110 East Washington Street
Indianapolis, Indiana 46204

Gentlemen:

For value received and for the purpose of enabling METRO CABLE
TV, a MISSOURI LTD. PARTNERSHIP hereinafter called
the "debtor," to obtain credit or other financial
accommodations from you, the undersigned hereby authorizes the
debtor to hypothecate, pledge, and deliver to you or grant to
you a security interest in the following property of the
debtor, hereinafter called the "collateral":

All of the debtor's right, title, and interest in and
to the following:

CLEAR FORK CABLE TV SYSTEMS, LTD

Furthermore, the undersigned agrees:

1. When so hypothecated, pledged, and delivered or a security interest granted therein, the collateral shall be collateral to secure all liabilities of the debtor to you, however created, whether now existing or hereafter arising, whether direct or indirect, whether absolute or contingent, and whether due or to become due, such liabilities hereinafter being called "indebtedness."
2. The undersigned hereby consents to the extension, renewal, or revision from time to time of any indebtedness and the instruments evidencing and/or securing the indebtedness.
3. The collateral shall be subject to disposition in accordance with the terms and conditions of the instruments evidencing and/or securing the indebtedness and for such purpose you may sell, assign, and transfer the collateral to yourself or to any other person, firm, or corporation; provided, however, that the assignee or transferee of the collateral shall assume and agree to carry out the terms and conditions of the collateral required to be carried out by the debtor.
4. No renewal, extension, or revision of the time of payment of the indebtedness, no release or surrender of any security for the indebtedness, no release of any person primarily or secondarily liable on the indebtedness, including any maker, accommodation party, endorser, guarantor, or surety, no delay in enforcement of payment of the indebtedness, and no delay or omission in exercising any right or power with respect to the indebtedness or collateral or this consent of the undersigned to hypothecate, pledge, and deliver or grant a security interest to you, shall in any manner impair or effect your rights hereunder.
5. The undersigned hereby waives notice of the creation, existence, extension, renewal, and revision of the indebtedness and the instruments evidencing and/or securing the indebtedness.
6. The undersigned hereby confirms to you that said collateral is in full force and effect and has not been revoked, and gives and grants to debtor the right to construct, own, and operate the community antenna television system in the TOWN OF ANNETTA SOUTH of TEXAS, County of PARKER, State of TEXAS.

By Carl Robbins Meyer

CONSENT TO ASSIGNMENT

WHEREAS, the City of ANNETTA SOUTH, Texas, granted a franchise to Clearfork Cable Systems, Ltd. to construct, operate and maintain a cable television system to serve the City of ANNETTA SOUTH, Texas; and

WHEREAS, the parties hereto wish to obtain the consent of the City of ANNETTA SOUTH, Texas, as provided in the franchise.

NOW THEREFORE, IN CONSIDERATION OF THE PREMISES, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto mutually contract and agree as follows:

1. The City of ANNETTA SOUTH, Texas hereby consents to the transfer and assignment of the Metro Cable T.V. Corp.'s franchise to construct, operate and maintain a cable television system to serve the City of ANNETTA SOUTH, Texas, as set forth in the ordinance and agreement passed and adopted on the 14th day of NOVEMBER, 1985 by the City of ANNETTA SOUTH, Texas to METRO CABLE TV a MISSOURI LIMITED PARTNERSHIP.

2. METRO CABLE TV, a MISSOURI LIMITED PARTNERSHIP agrees to assume all the obligations of CLEAR FORK CABLE SYSTEMS, LTD under the terms of the above-referenced ordinance from the date hereof until the termination of the franchise.

3. This Consent to Assignment is made pursuant to Section 14 of the above-referenced ordinance which allows the assignment and transfer of the franchise upon written consent of the City, but shall be effective only upon the closing of the sale of assets between CLEAR FORK CABLE SYSTEMS, LTD. and METRO CABLE TV a MISSOURI LIMITED PARTNERSHIP.

PASSED AND ADOPTED this 14th day of NOVEMBER, 1985.

CITY OF ANNETTA SOUTH, TEXAS

By Carl Robbins
MAYOR

ATTEST:

John E. Stucky
City Secretary

By _____
President

ATTEST:

Secretary