

Angus copy

Ordinance #3

TEXAS POWER & LIGHT COMPANY

EXECUTIVE DEPARTMENT

DALLAS, TEXAS

November 26, 1973

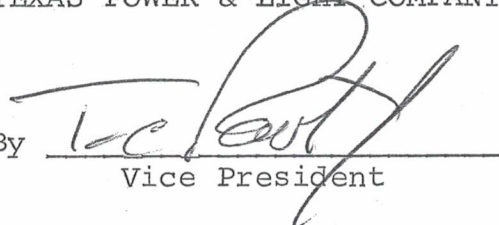
TO THE MAYOR AND TOWN COUNCIL OF THE
TOWN OF ANGUS, TEXAS

Gentlemen:

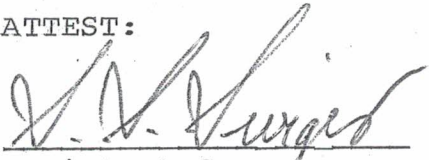
The undersigned hereby accepts the terms of that certain franchise passed and adopted by the Town Council of the Town of Angus, Texas, by ordinance duly approved by the Mayor and attested by the Town Secretary on November 12, 1973, same being, "AN ORDINANCE GRANTING TO TEXAS POWER & LIGHT COMPANY, ITS SUCCESSORS AND ASSIGNS, AN ELECTRIC LIGHT, HEAT AND POWER FRANCHISE," and files herewith its acceptance of such franchise as required by the terms of such franchise ordinance.

IN TESTIMONY WHEREOF, witness the corporate signature and seal of Texas Power & Light Company by its duly authorized officers, this the 26th day of November, 1973.

TEXAS POWER & LIGHT COMPANY

By 
Vice President

ATTEST:


Assistant Secretary

Angus Copy

Angus, Texas

November 26, 1973

Received of Texas Power & Light Company Nine Hundred
& 49/100 — (\$900⁰⁰) paid on acceptance of franchise
in accordance with the terms of said franchise granted by
the Town of Angus, Texas, on November 17, 1973.

✓ Mr. Joe Edens
Town Secretary, Town of
Angus, Texas

(TOWN SEAL)

Angus Texas Ordinance #3
EXCERPT OF MINUTES OF REGULAR MEETING OF THE
TOWN COUNCIL OF THE TOWN OF ANGUS, TEXAS

The Town Council of the Town of Angus, Texas, met in regular session on November 12, 1973 at 7:30 at the regular meeting place.

Those present were: Mayor Richard O. Baker

Alderman J. C. Armstrong
Alderwoman Mrs. Sally Newsom
Alderman Melford Sowers
Alderman Glen Prater

Absent W. B. Hanna

Mrs. Joe Edens, Town Secretary, acted as secretary of the meeting.

Mayor Baker presided over the meeting and stated that the meeting was called to consider the granting of a franchise to Texas Power & Light Company.

Thereupon an ordinance entitled, "AN ORDINANCE GRANTING TO TEXAS POWER & LIGHT COMPANY, ITS SUCCESSORS AND ASSIGNS, AN ELECTRIC LIGHT, HEAT AND POWER FRANCHISE" was introduced and read in full by Mr. Embry Ferguson. Motion was made by Alderwoman Sally Newsom that franchise ordinance be approved as read. Motion was seconded by Alderman Glen Prater. Said ordinance was passed and adopted, the vote thereon being unanimous in favor of said ordinance.

Mayor Baker signed and approved said ordinance and it was ordered that same be recorded and the same is recorded in words and figures as follows:

"AN ORDINANCE GRANTING TO TEXAS POWER & LIGHT COMPANY, ITS SUCCESSORS AND ASSIGNS, AN ELECTRIC LIGHT, HEAT AND POWER FRANCHISE."

BE IT ORDAINED BY THE TOWN COUNCIL OF TOWN OF ANGUS, TEXAS:

Section 1: That there is hereby granted to Texas Power & Light Company, its successors and assigns (herein called the, "Grantee"), the right, privilege and franchise until November 1, 2023, to construct, maintain and operate in the present and future streets, alleys and public places of the Town of Angus, Texas, and its successors, electric light and power lines, with all necessary or desirable appurtenances (including underground conduits, poles, wires, transmission lines and other structures and telephone wires for its own use), for the purpose of supplying electricity to the said Town, the inhabitants thereof, and persons and corporations beyond the limits thereof, for light, heat, power and other purposes.

Section 2: Poles, structures and other appurtenances shall be so erected and maintained as not to interfere unreasonably with traffic over streets and alleys. The location of all poles, conduits and other structures shall be fixed under the supervision of the street and alley committee of the Town of Angus, or the successors to the duties of that committee but not so as to interfere unreasonably with the proper operation of said lines.

Section 3: The service furnished hereunder to said Town and its inhabitants shall be first class in all respects considering all circumstances, and shall be subject to such reasonable rules and regulations as the Grantee may make from time to time. The Grantee may require reasonable security for the payment of its bills.

Section 4: The Grantee shall hold the Town harmless from all expense or liability for any act or neglect of the Grantee hereunder.

Section 5: That on acceptance of this franchise by Texas Power & Light Company, it shall pay to the Town of Angus, the sum of Nine Hundred Dollars (\$900.00), as street rental for twelve (12) months succeeding November 1, 1973 and on November 1, 1974 and annually thereafter on November 1, of each succeeding year for the life of this franchise, Texas Power & Light Company, its successors and assigns, shall pay to the Town of Angus, a sum equal to two percent (2%) of its gross revenue received from the sale of electric power and energy by said Company within the corporate limits of said Town for the preceding twelve months ending August 31 in full payment for the privilege of using and occupying the streets, highways, easements, alleys, parks, and other public places in the Town of Angus, whether as rental, supervision and inspection charges, or otherwise, for twelve months succeeding November 1 of year in which payment is made. This payment shall be in lieu of any other tax or increased rate of tax or other imposition, assessment, or charges, except ad valorem taxes.

Section 6: The Grantee shall file its written acceptance of this franchise within sixty (60) days after its passage and approval.

Section 7: This franchise is not exclusive and nothing herein contained shall be construed so as to prevent the Town of Angus from granting other like or similar rights and privileges to any other person, firm or corporation.

PASSED AND APPROVED this 12th day of November, 1973.

Mayor

ATTEST:

Town Secretary

✓ Mr. Joe Edens
Town Secretary
Town of Angus, Texas



TEXAS POWER & LIGHT COMPANY

CORSICANA, TEXAS

EMBRY S. FERGUSON
MANAGER

January 28, 1974

Mr. Richard O. Baker
Mayor of the City of Angus
Angus, Texas

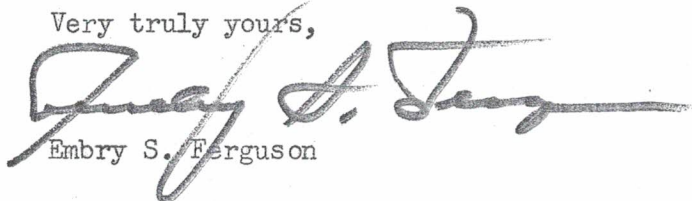
Dear Mr. Baker:

An error has been noted in the copy of the "excerpts of minutes of the regular meeting of the Town Council of the Town of Angus, Texas," which you have in your files.

Please note on page two, first paragraph, that the instrument shows our company will pay the Town of Angus a sum equal to 2% (two per cent) and this should be 3% (three per cent.) I am attaching another copy showing changes to be made. We have changed our copy accordingly.

Thank you very much.

Very truly yours,



Embry S. Ferguson

ESF:fb
Enclosure

THE *forward thrust* CITY



EXCERPT OF MINUTES OF REGULAR MEETINGS
TOWN COUNCIL OF THE TOWN OF ANGUS, TEXAS

The Town Council of the Town of Angus, Texas, met in regular session on November 12, 1973 at 7:30 at the regular meeting place.

Those present were: Mayor Richard O. Baker

Alderman J. C. Armstrong
Aldorwoman Mrs. Sally Newsom
Alderman Helford Sowers
Alderman Glen Prater

Absent W. B. Hanna

Mrs. Joe Edens, Town Secretary, acted as secretary of the meeting.

Mayor Baker presided over the meeting and stated that the meeting was called to consider the granting of a franchise to Texas Power & Light Company.

Thereupon an ordinance entitled, "AN ORDINANCE GRANTING TO TEXAS POWER & LIGHT COMPANY, ITS SUCCESSORS AND ASSIGNS, AN ELECTRIC LIGHT, HEAT AND POWER FRANCHISE" was introduced and read in full by Mr. Embry Ferguson. Motion was made by Alderwoman Sally Newsom that franchise ordinance be approved as read. Motion was seconded by Alderman Glen Prater. Said ordinance was passed and adopted, the vote thereon being unanimous in favor of said ordinance.

Mayor Baker signed and approved said ordinance and it was ordered that same be recorded and the same is recorded in words and figures as follows:

"AN ORDINANCE GRANTING TO TEXAS POWER & LIGHT COMPANY, ITS SUCCESSORS AND ASSIGNS, AN ELECTRIC LIGHT, HEAT AND POWER FRANCHISE."

BE IT ORDAINED BY THE TOWN COUNCIL OF TOWN OF ANGUS, TEXAS:

Section 1: That there is hereby granted to Texas Power & Light Company, its successors and assigns (herein called the, "Grantee"), the right, privilege and franchise until November 1, 2023, to construct, maintain and operate in the present and future streets, alleys and public places of the Town of Angus, Texas, and its successors, electric light and power lines, with all necessary or desirable appurtenances (including underground conduits, poles, wires, transmission lines and other structures and telephone wires for its own use), for the purpose of supplying electricity to the said Town, the inhabitants thereof, and persons and corporations beyond the limits thereof, for light, heat, power and other purposes.

Section 2: Poles, structures and other appurtenances shall be so erected and maintained as not to interfere unreasonably with traffic over streets and alleys. The location of all poles, conduits and other structures shall be fixed under the supervision of the street and alley committee of the Town of Angus, or the successors to the duties of that committee but not so as to interfere unreasonably with the proper operation of said lines.

Section 3: The service furnished hereunder to said Town and its inhabitants shall be first class in all respects considering all circumstances, and shall be subject to such reasonable rules and regulations as the Grantee may make from time to time. The Grantee may require reasonable security for the payment of its bills.

Section 4: The Grantee shall hold the Town harmless from all expense or liability for any act or neglect of the Grantee hereunder.

Section 5: That on acceptance of this franchise by Texas Power & Light Company, it shall pay to the Town of Angus, the sum of Nine Hundred Dollars (\$900.00), as street rental for twelve (12) months succeeding November 1, 1973 and on November 1, 1974 and annually thereafter on November 1, of each succeeding year for the life of this franchise, Texas Power & Light Company, its successors and assigns, shall pay to the Town of Angus, a sum equal to ^{two} percent (2%) of its gross revenue received from the sale of electric power and energy by said Company within the corporate limits of said Town for the preceding twelve months ending August 31 in full payment for the privilege of using and occupying the streets, highways, easements, alleys, parks, and other public places in the Town of Angus, whether as rental, supervision and inspection charges, or otherwise, for twelve months succeeding November 1 of year in which payment is made. This payment shall be in lieu of any other tax or increased rate of tax or other imposition, assessment, or charges, except ad valorem taxes.

Section 6: The Grantee shall file its written acceptance of this franchise within sixty (60) days after its passage and approval.

Section 7: This franchise is not exclusive and nothing herein contained shall be construed so as to prevent the Town of Angus from granting other like or similar rights and privileges to any other person, firm or corporation.

PASSED AND APPROVED this _____ day of _____, 19____.

✓ Richard P. Baker
Mayor

ATTEST:

Town Secretary

✓ Mrs. Joe Edens
Town Secretary
Town of Angus, Texas

I, Mrs. Joe Edens, Town Secretary of the Town of Angus, Texas, do hereby certify that the foregoing is a true and correct copy of that portion of the minutes of a regular meeting of the Town Council of the Town of Angus, Texas, held November 12, 1973, which pertain to the granting of a 50-year franchise to Texas Power & Light Company, as recorded in the minute book of said records of said Town of Angus, Texas.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 30th day of November, 1973

✓ Mrs. Joe Edens
Town Secretary
Town of Angus, Texas

TEXAS POWER & LIGHT COMPANY
ANGUS, TEXAS, ANNUAL STREET RENTAL PAYMENT
FOR PERIOD OF TWELVE MONTHS SUCCEEDING NOVEMBER 1, 1974

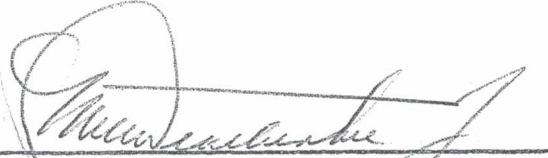
Statement of gross amount received from the sale of electricity to its customers within the corporate limits of the Town of Angus, Texas, for the preceding twelve months ended August 31, 1974, \$21,649.69.

3% of the above amount

\$ 649.49

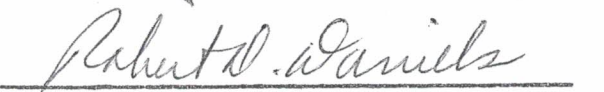
THE STATE OF TEXAS)
)
COUNTY OF DALLAS)

H. O. Weatherbee, Jr., being duly sworn, says that he is Treasurer of the Texas Power & Light Company, that the above and foregoing statement is true and correct to the best of his knowledge and belief.



H. O. Weatherbee, Jr., Treasurer

Subscribed and sworn to before me, this the 28th day of October, A. D. 1974.



ROBERT D. DANIELS, Notary Public in and for Dallas Co., Tex.

AN ORDINANCE GRANTING TO TEXAS POWER & LIGHT COMPANY, ITS SUCCESSORS AND ASSIGNS,
AN ELECTRIC LIGHT, HEAT AND POWER FRANCHISE

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF ANGUS, TEXAS:

Section 1. That there is hereby granted to Texas Power & Light Company, its successors and assigns (herein called the "Grantee"), the right privilege and franchise until November 1, 2023 to construct, maintain, and operate in the present and future streets, alleys, and public places of the Town of Angus, Texas, and its successors, electric light and power lines, with all necessary or desirable appurtenances (including underground conduits, poles, wires, transmission lines and other structures and telephone wires for its own use), for the purpose of supplying electricity to the said Town the inhabitants thereof, and persons and corporations beyond the limits thereof, for light, heat, power, and other purposes. 2023

Section 2: Poles, structures, and other appurtenances shall be so erected and maintained as not to interfere unreasonably with traffic over streets and alleys. The location of all poles, conduits, and other structures shall be fixed under the supervision of the street and alley committee of the Town of Angus, or the successors to the duties of that committee, but not so as to interfere unreasonably with the proper operation of said lines.

Section 3: The service furnished hereunder to said Town and its inhabitants shall be first class in all respects considering all circumstances, and shall be subject to such reasonable rules and regulations as the Grantee may make from time to time. The Grantee may require reasonable security for the payment of its bills.

Section 4: The Grantee shall hold the Town harmless from all expense or liability for any act or neglect of the Grantee hereunder.

Section 5: That on acceptance of this franchise by Texas Power & Light Company, it shall pay to the Town of Angus, the sum of Nine Hundred Dollars (\$900.00), as street rental for twelve (12) months succeeding November 1, 1973, and on November 1, 1974, and annually thereafter on November 1 of each succeeding year for the life of this franchise, Texas Power & Light Company, its successors and assigns, shall pay to the Town of Angus, a sum equal to three per cent (3%) of its gross revenue received from the sale of electric power and energy by said Company within the corporate limits of said Town for the preceding twelve months ending August 31 in full payment for the privilege of using and occupying the streets, highways, easements, alleys, parks, and other public places in the Town of Angus, whether as rental, supervision and inspection charges, or otherwise for twelve months succeeding November 1 of year in which payment is made. This payment shall be in lieu of any other tax or increased rate of tax or other imposition, assessment, or charges, except ad valorem taxes.

Section 6: The Grantee shall file its written acceptance of this franchise within sixty (60) days after its passage and approval.

Section 7: This franchise is not exclusive, and nothing herein contained shall be construed so as to prevent the Town from granting other like or similar rights and privileges to any other person, firm, or corporation.

PASSED AND APPROVED THIS 12TH day of November 1973.

Richard C. Baker
Mayor

ATTEST:

Mrs Joe Edens
Town Secretary

(TOWN SEAL) (None)

STATE OF TEXAS
COUNTY OF NAVARRO

I, MRS. JOE EDENS, Town Secretary of the Town of
Angus, Texas duly qualified, do hereby certify that the attached
and foregoing copy of an ordinance entitled, "AN ORDINANCE GRANTING
TO TEXAS POWER & LIGHT COMPANY, ITS SUCCESSORS AND ASSIGNS, AN
ELECTRIC LIGHT, HEAT AND POWER FRANCHISE," was passed and approved
at a Regular meeting of the Town Council of said Town on the
12th day of November, 1973.

GIVEN UNDER MY HAND AND SEAL OF THE Town of Angus, Texas, this
the 12th day of November, 1973.

Mrs Joe Edens
Town Secretary, Town of Angus,
Texas

(None)
(TOWN SEAL)