

The Honorable Commissioner's Court of Sabine County met on April 22, 1946, in a regular meeting at the Court House with the following members present, to-wit: Chas. Forse, County Judge, H. J. Hamilton, Commissioner Precinct 1, Everett Smith, Commissioner Precinct #2, B. E. Marshburn, Commissioner Precinct #3, and T. L. Arnold, Commissioner Precinct #4.

Accounts were allowed as are shown by the "Minutes of Accounts Allowed".

On motion of B. E. Marshburn and seconded by Everet Smith it is ordered by the Court that Joe Edward Marshburn of the city of Bronson, Texas, be granted the right to operate a telephone system in Sabine County.

Vote: Everett Smith: Yea

T. L. Arnold: Yea

B. E. Marshburn: Yea

Henry Hamilton: Nay

State of Texas #

County of Sabine #

AN ORDER OF THE COMMISSIONERS COURT OF SABINE COUNTY GRANTING TO JOE EDWARD MARSHBURN A FRANCHISE FOR A TELEPHONE PLANT AND EXCHANGE, UNDER CERTAIN TERMS, DUTIES AND RESTRICTIONS.

It is ordered by the Commissioner's Court of Sabine County, Texas; That Joe Edward Marshburn of the city of Bronson, Texas, his heirs and assigns, be, and they are hereby granted the right in the County of Sabine and State of Texas, to conduct the business of maintaining, installing, managing, iperating and repairing a telephone system, to maintain and construct a telephone plant and all necessary poles, wires, pole and

fixtures, and telephone apparatus of whatever nature that may be necessary for the purpose of operating and conducting such business, and to erect and maintain such telephone poles with the usual and necessary fixtures, and string the same with wire along all of the public roads of Sabine County, and to construct and maintain such conduits as the said Joe Edward Marshburn, his heirs or assigns, may see proper, under the public roads of said county for the purpose of such business, under the following terms and restrictions, to-wit:

First. The term of this grant shall be for fifty years from this date, at the end of which time the rights herein granted shall be forfeited and shall terminate.

Second. The grantee herein, his heirs and assigns, shall conduct such telephone business in such manner as shall be to the benefit of the County of Sabine, State of Texas, and its inhabitants, rendering good, efficient and prompt telephone service.

Third. Such telephone business shall be conducted in such manner that connection with long distance toll lines running into such county may be had by the customers of the grantee herein, his heirs and assigns.

Fourth. The Grantee herein, his heirs and assigns, shall at least once a year, publish and have printed a full and complete directory containing the names of his customers in alphabetical order and the corresponding numbers of their telephones, a copy of which directory shall be furnished free of charge to each customer of such telephone service.

Fifth. The pole or poles of the grantee herein, his heirs and assigns, shall be placed and erected in such manner and in such places as not to interfere with the use of the public roads of said county or the inhabitants thereof, or with the orderly conduct of the business of such county or of the rights of any other public service corporation having a right or franchise to operate its business in such county; and the placing, construction and manner of erecting the poles and lines of the grantee herein, his heirs and assigns, as well as the fixtures and attachments upon such poles and lines, shall at all times be subject to the control of the Commissioners Court of Sabine County, Texas, in order to protect the rights and conveniences of third parties and the public generally within such county.

Sixth: The full control and management of such public roads is expressly reserved in the Commissioners Court of Sabine County, Texas.,

Seventh. This franchise, as well as the rights hereunder, may be assigned by the grantee herein, as well as by all succeeding grantees at their option, or the rights of such grantee or successors hereunder may be transferred under foreclosure proceedings or judicial sale, or may be transferred from one holder to a third party by the operation or forfeiture clause of any agreement between such persons, in which case assignees shall succeed to all of the rights, duties and liabilities of the grantee hereunder.

Eighth. A failure upon the part of the grantee herein, his heirs or assigns, to observe the terms and restrictions hereof, shall if continued or persisted in after due notice in writing from the Commissioners court to the grantee herein, his heirs or assigns, and due opportunity to observe the requirements hereof, or to remedy any non-observance thereof, be grounds for the forfeiture and termination of all rights under this grant.

NINTH. Grantee shall have six months from and after the passage of this order, within which to accept this franchise, and to begin the construction of such telephone plant and system; Provided that in case of non-acceptance or of a failure to begin construction within such time, or a failure to complete such construction within twelve months thereafter, the Franchise and rights hereby given shall become void and shall be forfeited to the said County, and in all things terminated.

This the 22 day April, A. D. 1946.

Attest: Mrs. Myrtle Arnold,
Clerk County Court of Sabine
County, Texas.

Chas. Forse
County Judge of Sabine County, Texas.

There being no further business, court adjourned.

Chas. Forse
County Judge

H. J. Hamilton
Commissioner Precinct #1

Edward Smith
Commissioner Precinct #2

Attest: *Mrs. Myrtle Arnold*
Clerk of the Court.

B. E. Marshall

Commissioner Precinct #3

Thompson

Commissioner Precinct #4