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The Honorable Commissioner's Court Met in Regular Session in the regular meeting place, on Monday, October 13, 1947, the following members present to-wit: Chas. Forse, Co. Judge, G. B. Conn, Comm. Prec. 1, E. G. Smith, Comm. Prec. 2, J. R. Thomas, Comm. Prec. 3, and H. J. Vickers, Comm. Prec. 4.

Upon motion of J. R. Thomas and seconded by G. B. Conn an order authorizing the appointment of J. T. Watson as Deputy Sheriff by the Sheriff was unanously carried.

THE STATE OF TEXAS #

COUNTY OF SABINE # TO THE HONORABLE COMMISSIONER'S COURT OF SABINE COUNTY, TEXAS.

Comes now E. E. Marshburn, petitioner, and files this his application with this Honorable Court, to-wit:

1. To secure for himself, his successor or assigns, the right, franchise and easement to lay, construct, maintain and operate in the territory surrounding the City of Hemphill in Sabine County, Texas for a distance of Four (4) mile in every direction from said town, together with the right of easement along, in and under the present and future streets, alleys and roads traversing the territory above mentioned, a system of gas mains, supply pipes and laterals with all necessary or desirable appurtenances for the purpose of supplying gas to the inhabitants of said territory as well as to firms and corporations

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within said territory for light, heat, power and other purposes, domestic and commercial, and that the rights, privileges and franchises herein granted, shall be and remain in the Grantee, his heirs or assigns, free of all taxes, charges and assessments for a period of 2 years, from and after the passage of an order by your honorable Court granting this franchise application.

2. All mains, pipe and laterals shall be so laid so as to interfere as little as possible with traffic over the streets, alleys, roadways and highways, within the territory covered by this franchise. The location all all mains, pipes and laterals shall be fixed under the supervision of some duly authorized representative of your Honorable Court or your successors, until such time as any portion of the territory covered by this franchise shall become a part of the City of Hemphill, Texas, after which time such supervision within that territory added to the City of Hemphill, shall be under the supervision of a duly authorized representative of the City of Hemphill.

3. The territory covered by this franchise is hereby designated as that territory surrounding the City limits of the City Of Hemphill and extending outward from city limits a distance of Fourt (4) miles.

4. When the Grantee shall make or cause to be made any excavation or shall place obstruction in any stree, alley, or road, within said territory covered by this franchise, he shall place sufficient barriers, lights and signals, upon, adjacent to and about the same to warn the public of their existance, and in the event of injury to person or property by reason of such excaevation or obstruction, the Grantee, shall indemnify and keep harmless the County of Sabine and the Commissioners and other officials thereof, as well as the City of Hemphill, when and if the territory covered by such obstruction is incorporated into the city limits of Hemphill, from any and all liability on account of such injury, and the Grantee shall, within a reasonable time repair, clean up and restore as nearly as may be to the original condition all streets alleys and roads excavated during the construction of said system or in repair of same,

5. The rates and charges which the Grantee shall make under this order, in the sale of gas, (either natural or artificial) shall be made by the Grantee herein, subject to the approval of the Commissioners Court of Sabine County until such time as a portion of said territory or all of said territory shall become a part of the City of Hemphill after which time such rates as to such territory added to said city shall be approved by said City of Hemphill, Texas, as to the customers being served within such portion taken into said city.

6. The Grantee will print a schedule of charges for such gas and furnish a copy to all customers.

7. Grantee may also charge and collect for the setting and changing of meters and the amount not to exceed the cost of labor and material used in performing such service, plus ten per cent (10%) of such amount of material and labor cost.

8. Grantee may make and enforce reasonable rules and regulations in performing or conduct of such business, and may require before furnishing service the execution of a contract therefor and may require each customer or consumer served to pay for the installation of all service pipes from the main in the street, alley or road to and through the consumer's premises, and grantee shall have the right to contract with each consumer with reference to the installation of service pipes and the control of the same for the connection thereof with grantee's main in the Streets, alleys or roads to and including the meter located on the customer's premises, provided, however, that the expression of the rights of

the rights of the grantee respecting the above matters, or any other matter herein, shall not be construed to limit his rights in respect of making any other rule or exercising any other privilege reasonably necessary or appropriate to the economical, proper and efficient operation of said business.

9. Grantee shall not be required in any event to extend mains or pipes longitudinally on any street, alley or road, more than fifty (5) feet for any one customer.

10. Grantee, shall be entitled to require from each and every customer of gas, before gas service is installed, a deposit in money of twice the amount of the estimated monthly bill, which deposit may be retained by grantee until service is discontinued and accounts thereunder have been paid; provided, however, that in no event shall said deposits be less than the sum of Five Dollars (\$5.00) and that any and all customers shall make such deposit. Grantee shall return said deposit to the consumer making the same, and shall account to such consumer for interest thereon at the rate of six per cent (6%) per annum, from the date of such deposit, and he shall be entitled to apply said deposit to any indebtedness due him by the consumer making the deposit, and when the same has been applied to any such indebtedness the gas service may be discontinued until all of the indebtedness of the consumer is paid and alike deposit made with the grantee by said consumer.

11. The rights, privileges and franchises granted by this order are not to be considered exclusive, but the honorable commissioners' court of Sabine County, Texas, may grant like privileges and franchises, as it may see fit to any other person or corporation for the purpose contemplated herein and the said Commissioners' Court of Sabine County, Texas, hereby expressly reserves the rights and privileges to supervise, regulate and control the exercise of the powers herein granted, when the interest of the public may require, and within the rules of law of the State and of the United States, but it is expressly provided that no forfeiture of this franchise shall be declared or claimed except for a willful violation of its terms by the grantee, his successors or assigns.

12. Grantee shall file his written acceptance of this franchise within thirty (30) days after its passage and approval. It is further provided that this franchise shall become null and void if there shall ^{not} be constructed and completed by Grantee, his successors or assigns, by Oct. 13, 1950, a system of pipes through which gas is ready for delivery to consumers contracting therefor and complying with the rules for the making of such gas, and likewise shall become null and void if grantee has not filed his written acceptance hereof on or before thirty days after the passing of this order.

13. All of the rights and privileges, obligations and requirements contained herein shall run to the respective persons, their successors and assigns, and shall be enforceable for and against them to the same extent and under the same conditions as applying to the parties hereto.

WHEREOF, PREMISES CONSIDERED, petitioner prays this Honorable Court for the authority, franchise, right and easement set forth above.

E. E. Marshburn, Petitioner.

Upon motion of G. B. Conn and seconded by E. C. Smith it was unanimously carried, with H. J. Vickers not voting, that E. E. Marshburn be granted a franchise to secure for himself, his successors or assigns, the rights, franchise and easements to lay, construct, maintain and operate in the territory surrounding the City of Hemphill in Sabine County, Texas for a distance of Four (4) miles in every direction from

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said town. A system of gas mains, supply pipes and laterals with all necessary or desirable appurtenances for the purpose of supplying gas to the inhabitants of said territory.

Accounts were allowed as shown by Minutes of Accounts allowed.

County Judge Chas. F. Ford

Comm. Prec. 1, _____

Comm. Prec. 2, E. C. Smith

Comm. Prec. 3, _____

Comm. Prec. 4, _____

Attest:

Floyd Smith Co. Clk.