

APPENDIX I

PERMIT AND AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

The City of Wilburton, Oklahoma, does hereby grant unto Oklahoma Western Telephone Company, a corporation, whose post office address is Clayton, Oklahoma, and its successors or assigns, a permit for the use of streets, avenues, alleys, and public way within the corporate limits of the City of Wilburton for Oklahoma Western Telephone Company to construct, reconstruct, operate, and maintain on and/or under such streets, avenues, alleys, and public ways a telephone line or system, and particularly a fiber optic cable in providing an Interactive Educational Television System to the local schools and Eastern Oklahoma State College in Wilburton, all pursuant to City of Wilburton Ordinance II 5-10 through 5-13.

PERMIT

1. Permittee, Oklahoma Western Telephone Company, may cut and trim trees and shrubbery that may interfere with or threaten the operation and maintenance of said line or system.
2. Permittee may license, permit, or otherwise agree to the joint use or occupancy of said line or system by any other person, firm, or corporation for telephone or electrification purposes, upon written notice and consent of the City, and the consent of the City cannot be unreasonably withheld.
3. The City agrees that all poles, wires, and other facilities, including all telephone equipment, installed thereon at the company's expense, shall remain the property of the company, removable at the option of the company.
4. Oklahoma Western Telephone Company assumes full liability of any and all personal injury or property damage caused by the applicant's construction, maintenance, and use of the streets, avenues, alleys, and public ways within the City.
5. Oklahoma Western Telephone Company shall provide to the City evidence of liability insurance, or a properly executed bond, in the amount of \$50,000.00, renewable yearly, to provide for payment as set forth in paragraph four (4) above.
6. The use by Oklahoma Western Telephone Company of the said streets, avenues, alleys, and public ways shall be subject to the normal use of the same by residents of the City for travel, and subject to the use by other public utilities, and that such permit shall not be considered as exclusive.

7. Oklahoma Western Telephone Company shall install service and maintain its properties in good condition at all times, and in the event wires, cables, and poles are used, they shall be so placed as to not interfere with the normal use of said streets, avenues, and alleys used by the public for travel.
8. Oklahoma Western Telephone Company shall file with the City a map showing the location of its properties with the streets, avenues, alleys, and public ways of the City.
9. Oklahoma Western Telephone Company shall be subject to regulation by the City and agrees to obey city ordinances.
10. Oklahoma Western Telephone Company agrees to pay \$1,329.00 in present damages to the City of Wilburton for damages to City property and utilities, and agrees to make repairs for damages caused by any construction prior to the issuance of this permit, to any other personal or real property located within the corporate limits of the City of Wilburton, in an expeditious manner, and such repairs shall be made in a workmanlike manner.

FEE

1. A license fee shall be paid by Oklahoma Western Telephone Company to the City of Wilburton equal to two percent (2%) of the gross revenues for each current year for services rendered wholly within the limits of the City of Wilburton, and shall be due on or before the first of April of each year for the calendar year ending December 31, preceding or fractional part thereof, and shall be paid into and appropriated and expended from the general revenue fund of the City.
2. The City shall have the right to inspect, upon 24 hours notice and during normal business hours of permittee, any and all business records, relating to gross annual revenues. Should the City request an audit for verification of the permit fee, Oklahoma Western Telephone Company shall provide such information as needed by the City such as audited financial reports, income statements, etc.

DURATION

This permit is hereby granted to Oklahoma Western Telephone Company, a corporation, subject to the above agreements and conditions for a period of 25 years, which permit expires July 31, 2021 .