

AN ORDINANCE TO THE CERTAIN RIGHTS TO THE MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY AND ITS SUCCESSORS AND ASSIGNS IN THE TOWN OF BRECKENRIDGE, COLORADO.

BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF BRECKENRIDGE, STATE OF COLORADO:

Section I. There is hereby granted to the Mountain States Telephone and Telegraph Company, a corporation, its successors and assigns for the period of forty (40) years from and after the effective date of this ordinance, the right and privilege to construct, erect, locate and maintain, in, upon, along, across, above, over and under the streets, alleys, public ways and public places now laid out or dedicated, and all extensions thereof, and all additions thereto, in said Town, poles, wires, cables, underground conduits, manholes and other telephone fixtures necessary or proper for the maintenance and operation in said Town of a telephone exchange and lines connected therewith; provided, however, that no poles or other fixtures shall be placed where the same will interfere with any gas lamp, electric light, water hydrant or other fixtures placed in any street to be placed at the outer edge of the sidewalk and inside the curb line and those placed in alleys shall be placed close to the line of the lot cutting on said alley and then in such a manner as not to interfere with the usual travel on said streets, alleys and public ways.

Section II. The Town shall have the privilege, during the life of this franchise, free of charge where aerial construction exists, maintaining upon the poles of the Company within the Town lines wire and pole fixtures necessary for a police and fire alarm system and wires and fixtures to be constructed and maintained to the satisfaction of the Company and in accordance with its specifications. The Town in its use and maintenance of such wires and fixtures, shall at all times comply with the rules and regulations of the Company so that there may be a minimum danger of contact or conflict between the wires and fixtures of the Company at the wires and fixtures used by the Town. It is further agreed in order to avoid danger to life and property that the above privilege granted on condition that no wires or fixtures of the Town shall be placed on poles carrying electric light or power wires without the consent of the Company and that said wires be exposed without the consent of the Company the danger of contact with a conductor carrying a voltage greater than the normal telephone voltage. The Town shall be solely responsible for all damage to persons or property arising out of the construction or maintenance of said wires and fixtures and shall save the Company harmless from all claims and demands whatsoever arising out of the attachment, maintenance, change or removal of said wires and fixtures to the poles of the Company. In case of rearrangement of the Company plant or removal of poles or fixtures the Town shall care for or remove its own poles or fixtures and shall save the Company harmless from any damage to persons or property arising out of the removal or construction of its wires or other fixtures.

Section III. The said Company shall at all times during the life of this franchise, be subject to all lawful exercise of the police power by the Town, and to such reasonable regulation thereunder as the Town may by ordinance hereafter provide. It is expressly understood and agreed by and between the said Company and the Town, that said Company shall save the Town harmless from all loss sustained by the Town on account of any suit, judgment, execution, claim or demand whatsoever, resulting from negligence on the part of said Company in the construction or maintenance of its telephone system in the Town. The Town shall notify the said Company's representatives in said Town within ten (10) days after the presentation of any claim or demand, either by suit or otherwise made against the Town on account of any negligence or default on the part of the said Company.

Section IV. Any person or corporation desiring to move a building

the town which shall interfere with the poles, wires or other fixtures of said Company or the Town shall first give notice to the said Company or the Town, as the case may be, and shall pay to the said Company or the Town, as the case may be, a sum sufficient to cover the expense and damage incident to the cutting, altering and moving of the wires or other fixtures of the said Company or the Town, and before a permit is given by the Town therefor the applicant must present a receipt from the Company showing said payment; thereupon the said Company, upon presentation of said permit, shall within forty-eight (48) hours thereafter provide for and do such cutting, altering and moving of the wires or other fixtures of the said Company as may be necessary to allow such moving or other unusual use of the streets, alleys and public ways of the Town.

Section V. It is expressly understood and agreed by and between the Town and the said Company that the application for this franchise was and is made upon the express condition and understanding that neither said application nor the grant or acceptance of this franchise shall constitute a waiver either upon the part of said Company or of the Town of any rights or claims had or made by either with respect to the occupancy of the streets, alleys and public places of the Town under the constitution and general statutes of the State of Colorado, nor shall anything in said application or in this franchise in any wise prejudice or impair any rights or claims existing independently of said application and this franchise, of the Town or of said Company, or its predecessors or successors, with respect to the construction, operation and maintenance, either before or after the life of this franchise, of a telephone system in the Town.

Section VI. This ordinance shall be in force and effect upon the filing by said Company with the Town Clerk of an unconditional acceptance thereof in writing, which shall be filed within thirty (30) days after the passage and approval of this ordinance. Within ten (10) days after filing of said acceptance, the Town Clerk, by letter addressed to the Secretary of said Company at Denver, Colorado, shall acknowledge the receipt of said acceptance.

Passed March 1, 1938.
Approved March 1, 1938.
GEORGE ROBINSON,
Mayor.
Attest:
EDITH L. MARZ,
Town Clerk
(SEAL)
Published March 4, 1938.