

ORDINANCE NO. 23 OF THE TOWN OF REDMOND.

An Ordinance Granting to the Happy Valley Telephone Association a Franchise for the Erection and Maintenance of Poles and Wires along Certain Streets of the Town of Redmond for Telephone Purposes.



BE IT ORDAINED BY THE COUNCIL OF THE TOWN OF REDMOND AS FOLLOWS:

SECTION I.

That there be and hereby is granted to the Happy Valley Telephone Association a franchise for the erection and maintenance of poles and wires to be used for telephone purposes over, along, and across the following named streets of the Town of Redmond, to-wit: From the easterly limits of the Town on Jackson Street to Kirkland Avenue, thence on Kirkland Avenue to the westerly limits of the Town. On Gilman Street from Jackson Street to Railroad Avenue. On Cleveland Street from Gilman Avenue to Leary Avenue.

SECTION II.

All poles to be Thirty-five feet in length with seven inch tops and ten inches in diameter at four feet from the butt. Whenever more than four wires shall be used, cross arms shall be put on poles, bolted on and well braced. Poles to be not more than One Hundred Fifty feet apart, and to be well braced on curves. The line from Leary Street to the westerly limits of the Town need not be built until a demand for phones be made thereon, and if not built within sixty days from notice, then that part of the franchise shall be null and void. The Town of Redmond or any other person or corporation to whom the Town shall grant a franchise for such purpose shall be free to use said poles and cross-arms jointly with the Grantee herein.* All poles and wires are to be so placed as to interfere as little as possible with the proper use and with the looks of the streets upon which the same are placed, and all poles shall be firmly set so as to be reasonably safe against falling.

Under common user privileges

SECTION III.

Nothing in this franchise shall be construed to prevent or hamper the Town of Redmond in the use or improvement of its streets and if in making any such improvements it shall become necessary to remove or change the location of any of the poles or wires of the Grantee, the Grantee shall immediately upon notice from the Town of Redmond make such removal or changes at its own expense. The Grantee further agrees upon proper notice from such Town official as may be designated by the Town Council to raise or temporarily remove its wires or appliances so to allow the moving of any building or structure which cannot be moved without such raising or temporary removal.

SECTION IV.

That Grantee herein in accepting this franchise agrees at any time on demand to fully indemnify and save the Town of Redmond harmless on account of any and all claims and actions or suits at law or in equity of any nature or description for damages to persons or property resulting from, occasioned by, or growing out of any act or omission of the Grantee, or any of its servants or agents.

SECTION V.

This grant is made for the period of seventeen years from the date of its acceptance and such acceptance shall consist of a written acceptance by the Grantee of the terms and conditions herein contained, filed with the Town Clerk within thirty days after the adoption hereof.

SECTION VI.

The Town of Redmond in granting this franchise reserves the right to at any time repeal, change or modify the same if the franchise hereby granted is not operated in accordance with the provisions herein contained, or if the Grantee fails to operate under this franchise. No such repeal shall be made, however, without first giving the Grantee thirty days notice of such intention, such notice to be by appropriate resolutions of the Town Council and specifying the reason for the same.

Passed by the Council this 19 day of April, 1916.

H. A. Peil, MAYOR.

Attest A. B. Reed, CLERK.
By A. B. Reed, dep. clk.

TO THE COUNCIL OF THE TOWN OF REDMOND.

The Happy Valley Telephone Association does hereby signify its acceptance of the franchise granted it by the Town of Redmond on the _____ day of _____, 1916, and does hereby agree to be bound by the terms thereof.

HAPPY VALLEY TELEPHONE ASSOCIATION.

By _____

_____ COMMITTEE.