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

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

Section 1. There is hereby granted to THE MOUNTAIN STATES
TELEPHONE AND TELEGRAPH COMPANY, a corporation, its successors and
assigns, for the period of Twenty (20) years from and
after the date of the passage of this ordinance, the right and
privilege to construct, erect, operate 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 exten-
sions thereof, and 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 tele-
phone exchange and lines connected therewith; provided, however, that
no poles or other fixtures shall be placed where the same will inter-
fere with any gas lamp, electric light, water hydrant or water main,
and all such poles or other fixtures placed in any street shall 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 abutting on said alley and then in such a manner as not to in-
terfere with the usual travel on said streets, alleys and public
ways.

Section 2. The Town shall have the privilege at any time
of stringing and maintaining, free of charge, upon the poles of

said Company within the Town limits, wires and pole fixtures necessary for a fire alarm system, said wires and fixtures to be strung and maintained under the supervision of said Company's exchange manager. In order to avoid danger to the property of the Company and the Town, as well as to the public, it is agreed that in case the Town decides to use the poles of the Telephone Company for its fire alarm system, no wires or other fixtures used in connection therewith shall be placed upon poles carrying electric light or power wires.

Section 3. 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 as the Town may by resolution or 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, operation or maintenance of its telephone system in the Town. The Town shall notify the said Company's representatives in said Town within ^{Ten (10)} ~~five (5)~~ days after the presentation of any claim or demand, either by suit or otherwise, made against the Town on account of any negligence as aforesaid on the part of the said Company.

Section 4. Any person or corporation desiring to move a building or other improvement along, or to make any unusual use of the streets, alleys and public ways of 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 shall present a receipt from the Company showing said payment; thereupon the said Company, upon presentation of said permit, shall within twenty-four (24) 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 5. 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 any franchise thereunder or 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, or by user of the said streets and alleys by said Company or its predecessors, 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 6. 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 the 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 _____

Approved _____

B. P. Smith
Mayor.

(S E A L)

Notice of Application by The Mountain States Telephoen and Telegra

Attest:

graph Company of Colorado for franchise, as set forth in the above and foregoing ordinance, having been duly given as required by law, said ordinance was duly introduced and read for the first time at a regular meeting of, the Mayor ~~and Board~~ of Trustees of the town of Hillrose, Morgan County, Colorado, held on October 18th. 1926, said Mayor and Board of Trustees of the town of Hillrose have decided to further consider the same, and the said ordinance was ordered published as required by law: and said ordinance as set forth will be called up for final reading and passage at a regular meeting of the ~~town~~ Mayor and Board of Trustees of said Town of Hillrose, to be held on the FIRST Day of November 1926, at 8:00 O' Clock P.M. Thereof

W. H. Allen
Town Clerk and Recorder