An ordinance granting to The Pacific Telephone and Telegraph Company, its successors and assigns, the right, privilege and franchise to do a general telephone and telegraph business within the City of Kent, State of Washington, and to place, erect, lay, maintain, operate, repair, remove or replace in, upon and under the streets, alleys, avenues, thoroughfares, public highways and public grounds in said City of Kent, poles, conduits, wires, cables and other appliances and conductors for all telephone, telegraph and other communication purposes.

The city council of the City of Kent does ordain as follows:

Section 1. That the City of Kent, hereinafter referred to as the City, does hereby grant to The Pacific Telephone and Telegraph Company, its successors and assigns, hereinafter collectively referred to as the Grantee, the right, privilege and franchise to do a general telephone and telegraph business within the City, and to place, erect, lay, maintain, operate, repair, remove or replace in, upon and under the streets, alleys, avenues, thoroughfares, public highways and public grounds of the City, poles, conduits, wires, cables and other appliances and conductors for all telephone, telegraph and other communication purposes. Such wires, cables and other appliances and conductors may be strung on poles or other fixtures above ground, or at the option of the Grantee, may be laid underground in pipes or conduits or otherwise protected, and such other apparatus may be used as may be necessary or proper to operate and maintain the same.

Section 2. It shall be lawful for the Grantee to make all needful excavations in any of the streets, alleys, avenues, thoroughfares, public highways and public grounds in the City, for the purpose of placing, erecting, laying, maintaining, operating, removing, repairing, replacing poles, conduits or other supports or conductors for said wires and cables. Said work shall be done in compliance with the necessary rules, regulations, ordinances or orders which may during the continuance of this franchise be adopted from time to time by the City.
Section 3. Whenever the Grantee shall disturb any of the streets, alleys, avenues, thoroughfares, public highways or public grounds for the purposes aforesaid, it shall restore same to good order and condition as soon as possible without unnecessary delay, and failing to do so the City shall have the right to fix a time which shall be reasonable, within which such repairs and restoration of streets shall be completed, and upon failure of such repairs being made by the Grantee the City shall cause such repairs to be made at the expense of the Grantee.

Section 4. Nothing in this ordinance shall be construed in any wise to prevent the proper authorities of the City from sewerage, grading, planking, rocking, paving, repairing, altering or improving any of the streets, alleys, avenues, thoroughfares and public highways or places within the City in or upon which the poles, wires, or other conductors of the Grantee shall be placed, but all such work or improvements shall be done so as not to interrupt the telephone or telegraph service being rendered by the Grantee, and if possible, so as not to obstruct or prevent the free use of said poles, wires, conductors, conduits or other apparatus.

Section 5. Whenever it becomes necessary to temporarily rearrange, remove, lower or raise the aerial cables, wires or other apparatus of the Grantee to permit the passage of any building, machinery or other objects, the said Grantee will perform such rearrangement on not less than seven (7) days' written notice from the person or persons desiring to move said building, machinery or other objects. Said notice shall bear the approval of the engineer or such other official as the council may designate; shall detail the route of movement of the building, machinery or other objects; shall provide that the costs incurred by the Grantee in making such rearrangement of its aerial plant will be borne by the person or persons giving said notice; and shall further provide that the person or persons giving said notice will indemnify and save the Grantee harmless of and from any and all damages or claims of whatsoever kind or nature caused directly or indirectly from such temporary rearrangement of the aerial plant of the Grantee.

Section 6. In consideration of the rights and privileges hereby granted, the City shall have, and the Grantee hereby grants to it during
the life of this franchise, the right and privilege to place and maintain, where aerial construction exists, a fixture on the top of poles erected and maintained under this franchise, to which may be attached wires not exceeding four (4), and where it has underground conduit available for such purpose, the Grantee shall furnish to the City one duct in its main underground conduit system free of charge to the City, to be used for the City's low tension police and fire alarm systems; provided, however, that when accepted in such joint use the City shall construct and maintain its circuits, wires and appliances in accordance with accepted safety and construction standards and in no event shall the said circuits, wires or appliances of the City be exposed to power lines or circuits of over five thousand volts without formal notice to and specific written approval of Grantee herein in each such proposed exposure, which approval shall be contingent upon the provisions by the City of such safety and protection measures with respect to its circuits, wires and appliances as will meet the standards prescribed by such public authority as may have jurisdiction in the premises, or at the option of the Grantee as may be by it considered adequate. And provided further that in case of rearrangement of said plant the City will at its own expense care for its own fixtures, wires and construction; and provided further that the Grantee assumes no liability whatsoever either to the City or to any person, firm or corporation whatsoever for any damage or claim of any kind arising out of the construction, maintenance, operation, removal or presence of the equipment herein described which is to be used by the City solely in maintaining the efficiency of its police and fire alarm systems.

Section 7. In further consideration of the rights and privileges hereby granted, the Grantee agrees to furnish, install and maintain during the term of this franchise and without charge to the City for local service, seven business individual line handset telephones, or the equivalent value thereof in other local business service measured by its filed and authorized rates, for the exclusive use of the City for strictly municipal purposes, at such locations within the corporate limits as may be designated by the council of the City; and the Grantee further agrees to pay to the City from and after the date of acceptance of this franchise and until its expiration, the sum
of One Hundred and Fifty Dollars ($150.00) per annum. Payment of said
One Hundred and Fifty Dollars ($150.00) annually shall be made on or
before the first day of March of each and every year for the current
calendar year, with the exception that in the year 1942, payment shall be
made only for the period commencing on the date this franchise becomes
effective and ending on December 31, 1942, the amount to be computed by
proration.

Section 8. The Grantee shall, during the continuance of this
franchise, be obligated to indemnify and save harmless the City of and
from any and all damages and claims which may be caused or arise in whole
or in part from the negligence of the Grantee, in the construction, main-
tenance or operation of its telephone and telegraph system, except as
provided for in Section 6 of this franchise.

Section 9. The rights, privileges and franchise hereby granted
shall continue and be in force for the period of twenty-five (25) years from
and after the date this ordinance becomes effective.

Section 10. This ordinance shall take effect and be in force from
and after its passage and five (5) days after the same shall have been duly
published, and the Grantee shall, within thirty (30) days after the passage
of this ordinance, file with the clerk of the City its written acceptance
of all of the terms and conditions of this ordinance.

Passed this 16th day of March 1942
Approved this 17th day of March 1942

Attest:

CITY CLERK

MAYOR
WRITTEN ACCEPTANCE OF ORDINANCE NO. 723
OF THE
CITY OF KENT, WASHINGTON

To the Mayor and Council of the City of Kent, Washington:

WHEREAS, on the sixteenth day of March, 1942, the Council of the City of Kent passed Ordinance No. 723, entitled:

An ordinance granting to The Pacific Telephone and Telegraph Company, its successors and assigns, the right, privilege and franchise to do a general telephone and telegraph business within the City of Kent, State of Washington, and to place, erect, lay, maintain, operate, repair, remove or replace in, upon and under the streets, alleys, avenues, thoroughfares, public highways and public grounds in said City of Kent, poles, conduits, wires, cables and other appliances and conductors for all telephone, telegraph and other communication purposes.

WHEREAS, said ordinance was duly signed by the Mayor of said City and attested by the Clerk of said City on March 17, 1942, and

WHEREAS, the franchise granted by said ordinance was granted upon the condition that the said Grantee shall accept the terms and conditions thereof in writing within thirty (30) days after the passage of this ordinance;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that The Pacific Telephone and Telegraph Company does hereby accept said Ordinance No. 723 and the franchise granted thereby, together with all of the terms and conditions of the ordinance.

IN WITNESS WHEREOF, The Pacific Telephone and Telegraph
Company has caused this acceptance to be duly executed this 30th
day of March, 1942.

THE PACIFIC TELEPHONE AND TELEGRAPH COMPANY

By ____________________________ President

Attest __________________________ Secretary

FORM APPROVED

[Signature]
ORDINANCE
No. 723

CITY OF KENT
KENT, WASHINGTON

電話 Franchise

Granting Franchise

to Pacific Telephone

do Telegraph Company

(25 years)