

AFFIDAVIT OF POSTING

ORDINANCE #142


STATE OF OREGON            )  
                                  )  
COUNTIES OF CLACKAMAS    )  
          AND WASHINGTON     )  
                                  )  
CITY OF WILSONVILLE     )

I, the undersigned, City Recorder of the City of Wilsonville, State of Oregon, being first duly sworn on oath depose and say:

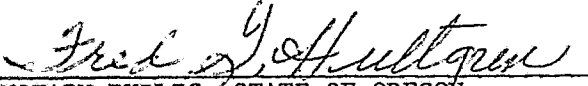
On the 16th day of January, 1980, I caused to be posted copies of the attached Ordinance #142, an Ordinance Granting a Franchise to General Telephone Company of the Northwest, Inc., in the following four public and conspicuous places of the City, to wit:

- Wilsonville Post Office
- Wilsonville City Hall
- Lowrie's Food Market
- Kopper Kitchen

The Ordinance remained posted for more than five (5) consecutive days prior to the time for said public hearing on the 21st day of January , 1980.

  
DEANNA J. THOM, City Recorder

Subscribed and sworn to before me this 24<sup>th</sup> day of January, 1980.

  
NOTARY PUBLIC, STATE OF OREGON  
My commission expires: May 11, 1981

ORDINANCE NO. 142

AN ORDINANCE GRANTING TO GENERAL TELEPHONE COMPANY OF THE NORTHWEST, INC., A WASHINGTON CORPORATION, ITS SUCCESSORS AND ASSIGNS, THE RIGHT TO MAINTAIN POLES, WIRES AND OTHER APPLIANCES AND CONDUCTORS AND TO LAY UNDERGROUND WIRES FOR THE TRANSMISSION OF ELECTRICITY FOR COMMUNICATION PURPOSES IN CERTAIN STREETS, ALLEYS, AVENUES, THOROUGHFARES AND PUBLIC HIGHWAYS OF THE CITY OF WILSONVILLE, OREGON, AND TO CONDUCT A GENERAL COMMUNICATIONS BUSINESS WITHIN THE SAID CITY OF WILSONVILLE, OREGON.

THE CITY OF WILSONVILLE ORDAINS AS FOLLOWS:

Section 1: There is hereby granted by the City of Wilsonville to the General Telephone Company of the Northwest, Inc., a Washington corporation, its successors and assigns, the right and privilege to conduct a general communication business within the said City of Wilsonville and to place, erect, lay, maintain and operate in, upon, under and over the streets, alleys, avenues, thoroughfares and public highways within the said City, poles, wires and other appliances and conductors for the transmission of electricity for communication purposes. Such new wires and other enlarged appliances and conductors shall be laid underground in pipes or conduits or otherwise protected unless the city expressly waives such requirements by action of the Design Review Board. Grantee shall have the right to maintain existing above-ground poles, wires and other appliances and conductors, but whenever these existing facilities are to be substantially enlarged or expanded, then they shall be placed underground unless the City expressly waives such requirements by action of the City Administrator.

Section 2: It shall be lawful for Grantee to make all needful and necessary excavations in any of said streets, alleys, avenues, thoroughfares and public highways but on the following conditions:

- A. An application for the required excavations shall first be filed with the City Administrator and a permit issued by the City which may specify the time when and the conditions under which the work is to be done. If work is to be performed in emergency situations for repair and restoration of service, the City shall be notified at first practical date as to exact nature and location of said emergency work.

B. Said work shall be done in compliance with the rules, regulations, ordinances and orders which have been heretofore or which may hereafter be made or required by the City.

Section 3: Whenever Grantee shall disturb any of the streets, alleys, avenues, thoroughfares and public highways for the purposes aforesaid, it shall restore the same in good order and condition as soon as practicable without unnecessary delay and failing to do so, City shall have the right to fix a reasonable time within which such repairs and restoration shall be completed and upon failure of such repairs and restoration being made by Grantee, City shall cause such repairs to be made at the expense of Grantee. The Grantee hereby agrees and covenants to indemnify and save harmless the City and the officers thereof against all damages, costs and expenses whatsoever to which it or they may be subjected in consequence of negligence of the Grantee, or its agents or servants, in any manner arising from the rights and privileges hereby granted.

Section 4: The City, by its properly constituted authorities, shall have the right to cause the Grantee to move the location of any pole, underground conduit or equipment belonging to Grantee whenever the relocation thereof shall be for public necessity, and the expense thereof shall be paid by the Grantee. Whenever it shall be necessary for public necessity to remove any pole, underground conduit or equipment belonging to Grantee or on which any wire or circuit of the Grantee shall be stretched or fastened, the Grantee shall, upon written notice from the City, or its properly constituted authorities, meet with city representatives and agree in writing to a plan and date certain to remove such pole, underground conduit, equipment, wire or circuit, at Grantee's expense, and if the Grantee fails, neglects or refuses to do so, the City, by its properly constituted authorities, may remove the same at the expense of the Grantee.

Section 5: Whenever it becomes necessary to temporarily rearrange, remove, lower, or raise the wires, cables or other plant

of Grantee, Grantee shall temporarily rearrange, remove, lower or raise its wires, cables or other plant as the necessities of the case require; provided, however, that the person or persons desiring such rearrangement, removal, lowering or raising shall pay the entire actual cost to Grantee of changing, altering, moving, removing or replacing its wires, cables or other plant and shall deposit in advance with Grantee a sum equal to such cost as estimated by Grantee and shall pay all damages and claims of any kind whatsoever, direct or consequential, caused directly or indirectly by the changing, altering, moving, removing or replacing of said wires, cables or other plant, except as may be occasioned through the sole negligence of Grantee. Grantee shall be given not less than ninety-six (96) hours written notice by the party desiring such action by Grantee. Said notice shall detail the route of movement by any building or other objects over and along the streets, alleys, avenues, thoroughfares and public highways and shall bear the approval of the City. Such moving shall be with as much haste as possible and shall not be unnecessarily delayed or cause Grantee unnecessary expense or waste of time.

Section 6: In consideration of the rights and privileges hereby granted, City shall have, and Grantee hereby grants to it, the right and privilege to suspend and maintain wires and necessary control boxes on poles placed by the Grantee in the streets and other places aforesaid, or if such wires are placed underground, to place and maintain in the pipes, conduits or other facilities of Grantee, if space therein is available wires which City may require for fire, police, and other public safety purposes. All such wires shall be placed on the poles or in conduits so as not to interfere with communication service and shall not carry currents or voltage dangerous to telephone plants or telephone users and all installations, maintenance and repairs shall be subject to the rules, regulations

and supervision of the Grantee. City agrees in consideration of the establishment of this service and the furnishing of such facilities to hold Grantee entirely free and harmless from all claims or liability for damage which may arise out of the operation of these special services.

As further consideration Grantee agrees to pay to City 3% (three percent) of the gross annual revenue for local exchange service rendered subscriber within the city limits, such revenue to be determined in accordance with the lawful rates and rate groupings applicable to the exchange, exclusive of extended area service. Such payments shall be made by Grantee on or before March 15 of each year for the calendar year preceding and the first and last payments shall be for that fractional part of the calendar year during which this franchise is in effect.

Section 7: It is understood and agreed that the percentage to be paid to the City by Grantee under the terms and provisions of Section 6 above is the standard franchise fee paid by the Grantee to other cities it serves for the rights, privileges and franchises of the nature contemplated herein, and in the event that during the term hereof the Grantee shall agree in a negotiated franchise to pay any City in Oregon a percentage rate of compensation exceeding that provided for herein, said increased rate of compensation shall thereafter be payable to the City and this ordinance and franchise shall be amended accordingly.

Section 8: The rights, privileges and franchise hereby granted shall continue and be in full force for a period of five (5) years beginning June 2, 1979. However, this ordinance shall be inoperative unless it is accepted in writing by the Grantee within sixty (60) days after the date of its passage.

Section 9: All ordinances and parts of ordinances of previous date, insofar as the same are in conflict herewith, are hereby repealed and annulled; and this ordinance shall take effect

immediately upon its final reading and passage by the Wilsonville City Council, nunc pro tunc June 2, 1979.

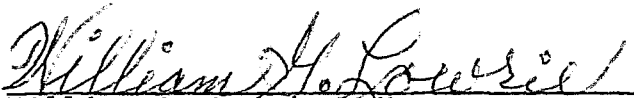
Submitted to the Council and read the first time at a regular meeting of the Council on the 7th day of January, 1980, and scheduled for second reading at a regular meeting of the Council on the 21st day of January, 1980, commencing at the hour of 7:30 p.m. at the Wilsonville City Hall.

  
Vera A. Rojas - Acting City Recorder

ENACTED by the Council on the 21st day of January, 1980,  
by the following vote: YEAS 5. NAYS 0.

  
Deanna J. Thom - City Recorder

Dated and signed by the Mayor this 29<sup>th</sup> day of January, 1980.

  
William G. Lowrie - Mayor

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF WILSONVILLE, OREGON:

The General Telephone Company of the Northwest, Inc. hereby unconditionally accepts the right, privilege and franchise granted unto it, its successors and assigns, by that certain franchise passed by the City Council of the City of Wilsonville, Oregon on the 22nd day of January, 1980, designated as Ordinance No. 142 and entitled:

AN ORDINANCE GRANTING TO GENERAL TELEPHONE COMPANY OF THE NORTHWEST, INC., A WASHINGTON CORPORATION, ITS SUCCESSORS AND ASSIGNS, THE RIGHT TO PLACE, ERECT AND MAINTAIN POLES, WIRES AND OTHER APPLIANCES AND CONDUCTORS AND TO LAY UNDERGROUND WIRES FOR THE TRANSMISSION OF ELECTRICITY FOR COMMUNICATION PURPOSES IN, UPON, UNDER AND OVER THE STREETS, ALLEYS, AVENUES, THOROUGHFARES AND PUBLIC HIGHWAYS OF THE CITY OF WILSONVILLE, OREGON AND TO CONDUCT A GENERAL COMMUNICATION BUSINESS WITHIN THE SAID CITY OF WILSONVILLE, OREGON.

DATED at Everett, Washington, this 14<sup>th</sup> day of February, 1980.

GENERAL TELEPHONE COMPANY OF THE NORTHWEST, INC.

BY: F. J. Mallory  
VICE PRESIDENT

ATTEST: =

[Signature]  
SECRETARY

I hereby acknowledge receipt of acceptance on the part of the General Telephone Company of the Northwest, Inc. of the franchise granted by the City Council of the City of Wilsonville, Oregon on January 22, 1980, designated as Ordinance No. 142.

[Signature]  
CLERK

DATED AT WILSONVILLE, OREGON February 19, 1980