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SPECIAL ORDINANCE NO. —

Passed

October 10, 1929

AN ORDINANCE, approving a certain CONTRACT entered into as of the 10th day of October, 1929

by and between the BOARD OF TRUSTEES of the TOWN OF CLOVERDALE, INDIANA,

and the UNIVERSAL GAS COMPANY, granting a right of way along, through, upon and under certain streets, alleys, avenues and public

places of the Town of Cloverdale, Indiana, for laying gas pipes and maintaining and operating the same.

WHEREAS, the Board of Trustees of the Town of Cloverdale, Indiana, did, heretofore, as of the 20th day of September, 1929, determine the exact form in which a certain franchise, grant and contract between said Board of Trustees and Universal Gas Company, a corporation organized and existing under applicable laws of the State of Indiana, was to be finally adopted; and

WHEREAS, said Board of Trustees of the Town of Cloverdale did thereupon fix the time at which such franchise, grant and contract would be finally considered, which date was not less than fifteen (15) days thereafter; and

WHEREAS, said Universal Gas Company did at its own expense cause the full and complete text of said franchise, grant and contract to be published two (2) times, the last publication being at least one week before such hearing, with the time and place of such hearing, in two daily newspapers of general circu-

ation named by said Board of Trustees, and printed in the english language, in Putnam County, Indiana, and posted a copy of such franchise, grant and contract and notice in ten (10) public places in said Town of Cloverdale, Indiana, at least one week before such hearing; and

WHEREAS, said Universal Gas Company duly filed with the Board of Trustees proof of publication and posting of such notice in accordance with law; and

WHEREAS, upon the day fixed in said notice, said Board of Trustees heard all protests filed by any taxpayer against such franchise, grant and contract and all the provisions thereof; and

WHEREAS, after such hearing, said franchise, grant and contract was adopted, approved and entered into by said Board of Trustees in the exact form in which such franchise, grant and contract was originally agreed upon, which contract, grant and franchise was duly executed by said Board of Trustees and said Universal Gas Company on the 10th day of October, 1929, and was as follows, to-wit:

KNOW ALL MEN BY THESE PRESENTS: That the BOARD OF TRUSTEES of the Town of Cloverdale, Indiana, hereinafter designated as First Party, and UNIVERSAL GAS COMPANY, a corporation organized and existing under applicable laws of the State of Indiana, hereinafter designated as Second Party, have this 10th day of October, 1929, made and entered into the following contract and agreement, to-wit:

Said First Party, in consideration of the promises and agreements hereinafter contained by Second Party, agrees and promises as follows:

(1) Said First Party does hereby grant unto said Second Party the right and franchise to place, locate and maintain gas pipes, conduits and other necessary appliances in, along, through and under the streets, alleys, avenues and public grounds of the Town of Cloverdale, Putnam County, Indiana, described as follows, to-wit:

Entering Cloverdale at the South City Limits and Rockwell Avenue, thence Northerly along Rockwell Avenue to Lafayette Street, thence North along Lafayette Street to Clinton Street, thence West along Clinton Street to East Main Street, thence North along East Main Street to the North City Limits;

said pipes, etc. to be placed between the sidewalk and the macadamized portion of the streets wherever possible; with the right to pipe, carry and convey gas through the same, and also with the right to remove and change said pipes, conduits and other necessary appliances as it may deem necessary, for the period of Twenty-five (25) years from the date of this agreement.

IN CONSIDERATION WHEREOF, said Second Party agrees and promises as follows:

- (1) To hold said Town of Cloverdale harmless from any injury to any person, or to the property of any person, company or corporation, which may result from the negligence of said Second Party, while performing the work of laying its pipes, conduits and other necessary appliances.
- (2) During the laying of said pipes, conduits and other necessary appliances, the said Second Party shall not unnecessarily obstruct the streets, avenues, alleys or public grounds of said Town, and said Second Party shall restore such street, avenue, alley or public ground in as good and like condition as before the same was commenced.
- (3) The rights and privileges herein granted are not to be construed to interfere with or abridge the rights or privileges of any person or any other corporation or company heretofore granted by the Town, or which may hereafter be granted while in the lawful exercise of the same.
- (4) The rights and privileges herein granted are subject to such sanitary and police regulations and control as the Trustees may deem just and proper.
- (5) To remove, after reasonable notice to said Second Party, any or all of the pipes of said Second Party, from any or all of the streets, avenues, alleys or public grounds of said Town wherein such pipes are located, upon the failure of said Second Party to comply with any of the provisions of this agreement.
- (6) To at all times, during the continuance of this franchise, hold said Town harmless on account of any injury to any person, firm or corporation which may result from any negligence of said Second Party in the maintenance and/or use of

the rights herein granted; said Town to notify the Second Party of any claim arising out of any alleged negligent or wrongful act of said Second Party, and said Second Party to have the right to defend, and shall defend, such claim at its own expense.

(7) To lay such pipes, conduits and other necessary appliances at least Three Feet (3') below the surface.

(8) This franchise to be void unless the rights herein granted are exercised within one (1) year from this date.

IN WITNESS WHEREOF, said First Party has caused this instrument to be executed by the Board of Trustees of the Town of Cloverdale, Putnam County, Indiana, and said ^{and} Second Party has caused this instrument to be executed by its ^{and} President, and its corporate seal, attested by its Secretary, to be hereunto attached, all as of this 10th day of October, 1929.

W. J. ...

Clyde McHaney

Francis M. Cook

Board of Trustees of the Town of
Cloverdale, Indiana.

First Party.

UNIVERSAL GAS COMPANY

By *Thomas L. ...*

Vice-President.

Attest: *D. A. ...*

Secretary.

THEREFORE: Section 1 - Be it ordained by the Board of Trustees of the Town of Cloverdale, Indiana, that the foregoing contract and agreement made and entered into the 10th day of October, 1929, by the Board of Trustees of the Town of Cloverdale, Indiana, and the Universal Gas Company, be and the same is hereby in all things ratified, confirmed and approved and the said Universal Gas Company, its successors, grantees and assigns, are hereby granted the rights, privileges and authority as in said contract and agreement set forth, and in accordance with the terms, provisions, and conditions thereof.

Section 2 - This ordinance shall take effect and be in force from and after its passage.

Passed by the Board of Trustees of the Town of Cloverdale, Indiana, this 10th day of October, 1929.

O. J. Smythe

President, Board of Trustees
of the Town of Cloverdale,
Indiana.

Attest:

Grace Hurst

Clerk.