within the boundaries of the City, at such boundaries now and as the street, plat, or any other the successors and assigns of the Power Company, hereinafter called "Power Company," to the use of the "Power Company" does hereby grant unto Houston Lighting & Power Company the use and enjoyment of such portions of the franchise herein granted as are not hereinafter otherwise specifically granted.

Section 1. That, so far as the terms, conditions, and limitations herein set forth are not inconsistent with the terms, conditions, and limitations of this Act, the Plan of Franchise for the Board of Aldermen of the Village of Danbury Beach, Texas:

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE VILLAGE OF DANBURY BEACH, TEXAS:

* * * * *
or damage, and so that the same will not interfere with the flow of water in any manner, material, or prevent the authority hereinafter granted shall be so construed that

Section 3. All poles erected by the company pursuant to the

period of fifty (50) years from and after the date of

upon the streets with the city by the

or corporations, or their agents, or to any other person or persons, their

instruments, lines, towers, transmission lines, conduits, cables, or other

utility, and the intermediate, for the purpose of proper, or necessary, or proper for the purpose

and powers and privileges, and telegraph wires and

poles, lines, towers, transmission lines, wires, etc., conduits,

or hereafter owned or controlled by the city, and over

and power business and to erect, construct, maintain,
the ditches, streets, alleys, or other public places that
tenance shall become the duty of the City, no public road,
work, after which time responsibility for the main-
place is broken for such construction, maintenance or re-
the road, ditches, streets, alleys, or other public
be one year from the date the surface of said public
or shutters to whom such duties have been or may be made de-
ment to the satisfaction of the City, or of any City
and a contract furnished before the commencement of the work and
completed after the completion of the work shall be restored
in the streets, alleys, or other public places, streets,
within such streets or public ways.
change of grade, reclamation, or other City construction
shall be reasonable, necessary on account of the condition, cost within the streets or other public ways whenever such
company is interested for service directory to the City, or Company's
accommodate, execute or require the repairs, replacements
the right to require the reinstatement of
and competitive small amounts, but not by way of
duties have been or may be made depository, which remove
ion of the City, or of any City official to whom such
ion of the City, the right of the City, the location and route of all
the reasonable and proper regulation, control, and direc-
cut ditching and power system in the City, shall be subject
company in the construction and maintenance of the neglect-
placed and constructed and to be placed and constructed by
power, street, grade, and others, thus, conduits and cables
within the streets or other public ways, with the ordinary gravel, on the streets, etc.
Section 6. The Company on the written request of any person shall remove or raise or lower the wires or poles located within the city, to the reasonable satisfaction of the customer and subject to the provisions of this Act. Any reasonable alteration or removal of such wires or poles and all materials and equipment used in connection therewith shall be paid for by the party requesting the same.

The Company on the written request of any person shall remove or raise or lower the wires or poles located within the city, to the reasonable satisfaction of the customer and subject to the provisions of this Act. Any reasonable alteration or removal of such wires or poles and all materials and equipment used in connection therewith shall be paid for by the party requesting the same.
Section 2. In consideration for the rights and privileges with such further or different standards as may be amended or revised code, or by ordinance to regulate, consistent to adopt and require compliance with any new, in whole or in part, the rights of the City in the future, or standards, handbook, or protocols, however, nothing herein adopted in accordance with the National Protection Act, shall be constructed, operated, and maintained, as to clear...
create a hazard in the operation of the company’s equipment

and operated in such manner as to not interfere with

on poles or in ducts, shall be considered. metalled

ducts, ALL CITY owned conductors and cables, whether

pactor to the installation of CITY cables in Company-owned

showing that attachment shall be removed from the Company

in each instance be submitted to the Company and a section

Company-owned cables, a request for duct attachment shall

prevent contact or electrocution between CITY and

Company ducts shall be off the nonmetallic sheath.

a deicable in an intersection that is not suitable for power ctr-

pot hole of the area shall be provided space to

installation in one intersection. D Lucifer the City or the

manholes, the Company shall permit free of charge the in-

several standards may be found to be in the public inter-

vided code, or by ordinance to specify such further or dif-

able, and, wherever necessary, shall provide the number of poles in the

paragraph of the Code, Section of Standards, provided, now-

prudence or the National Electrical Safety Code, handbook

shall be installed in strict compliance with the applicable

traffic. Poles shall be aligned and the access to Company poles

plastication of space are removed from the City, ALL CITY

the Company and shall be located at the time specified as

the attendance on Company poles shall be determined by

the specified location for these traffic poles, and the

provided such space is then maintainable on existing poles

not exceed the capacity of one crossarm on any one pole and
needs of the public in question, then it shall pay to the
shall in good faith and diligence endeavor to concentrate the reasonable
amount, expenses or any such period as the Company
fully determined by the City, upon the time of this
true to such extent as to render it reasonable, a
or should the Company fail or cease to conform to the
control of the Company, or should the Company fail or cease
capable when prescribed from so do not by force or conditions not reasonable
maintain the property in good repair and working order, and to
from service to the public at reasonable rates and to
as provided in Section 5 hereof to furnish efficient service
Section 9. Nothing contained in this ordinance

Section 10. It shall be the Company's obligation
cut off the lights or privileges of any nature whatsoever
shall ever be combined as concerns upon Company any

Section 9. Nothing contained in this ordinance

of government.

of such public and the same wires, such being a function
and the City, as operation and use
and this party by reason of the City, for payment, except
which party pays to the City as a party to the
claim, demand, suit and judgment, due the City
the Company's losses or its damage, and the City shall
against systems belonging to the City and concentrated upon
use of the property, subject to the Company's designation, inspection or
promise that damages or injuries to persons or property
further agreed to transmission and distribution system, it is further agreed
8. The company, its successors and assigns, the successors or assigns of the contractors, agents, or employees of the city, by reason of any act, neglect, or omission, directly or indirectly, or by reason of any law, statute, or act of God, resulting in the destruction, loss, or damage of any electrical or power system, or in any way impairing the electrical lighting and power system, or in any way impairing the operation or maintenance of the city's electrical system, is relieved of any liability for damages or demands for damages to any person or property shall protect and hold the company harmless against all claims, suits, or actions brought against it.

Section 13. The company, its successors and assigns, the successors or assigns of the contractors, agents, or employees of the city, by reason of any act, neglect, or omission, directly or indirectly, or by reason of any law, statute, or act of God, resulting in the destruction, loss, or damage of any electrical or power system, or in any way impairing the electrical lighting and power system, or in any way impairing the operation or maintenance of the city's electrical system, is relieved of any liability for damages or demands for damages to any person or property shall protect and hold the company harmless against all claims, suits, or actions brought against it.

Section 15. The City of the Franchise of the

Sections of this ordinance are declared to be severable.

Section 16. The provisions of this ordinance are declared to be severable.

Section 17. If any provision, section, or phrase of this ordinance is declared to be unconstitutional, it shall not be affected thereby. The provision of this ordinance shall be read and interpreted in such manner as to effectuate the intent of the remainder of the ordinance. This ordinance shall become operative on the date hereinafter set forth.

Section 18. The sum of twenty-five dollars ($25) for each day to which
Houston Lighting & Power Company

Term and Provisions

Ordinance and Provisions to be Bound by All of the
Assistants, Receiver, and Corporation above and Corporation
The Company for Issuage, the Successors and

To the ATTEnue of Jamaica Beach, Texas:

Following Form:

The city a written statement signed in the name and behalf in the
from the date the ordinance is passed and approved, this with
Section 16. The Company shall, within thirty (30) days
- Date operations are started under the franchise,
when are hereby repealed, such repeal to be effective upon the
- Section 15. The franchise replaces all former
- Section 14. The franchise replaces all former
- Section 13. The franchise replaces all former
- Section 12. In granting this franchise, it is under

- Ullages hereby granted, or of the place thereof,
- the necessity for reasons of the exercise of the powers and
be obtained by any person, persons, company or companies at any
expenses, actions, and cases of section that may accrue to or
the city, amount from and on account of all damages, costs
and company, the successors and assigns, shall indemnify and hold
the rights and privileges hereby granted, or of the place thereof,
so much claim, or which may arise by reason of the exercise of
- Return to City all sums which it may be adjudged to pay on any

By

June 19

- Date of

9
The Office of Jamaica Beach, Texas, this 17th day of April, 1974.

VITAL RECORDS

[Signature]

[Seal]

The records of the Village of Jamaica Beach, Texas, and that said same has been duly executed and recorded in the Village of Jamaica Beach, Texas, and that said same has been duly executed and approved by the Mayor and is duly attested by the Secretary and approved by the Village of Jamaica Beach, Texas, and that said same has been duly recorded in the Village of Jamaica Beach, Texas.

[Signature]

[Seal]

COUNTY OF GALVESTON

THE STATE OF TEXAS

[Signature]

[Seal]

NOTARY

ADJUVANT

ADJUVANT

ADJUVANT

ADJUVANT

MAYOR

[Signature]

[Seal]

Passed and approved this 17th day of April, 1974.

[Signature]

In accordance with Section 2, this Ordinance shall take effect and be in force from and after the passage and approval.
Of the Village of Jamaica Beach, Texas

Secretary

1974.

1974.

Village of Jamaica Beach, Texas, this 28th day of

EXPIRED under my hand and the official seal of the

Jamaica Beach on the 28th day of

Executive Seal in the office of the Secretary of the Village of

hereby certify that the above and foregoing acceptance was made

and attesting Secretary of the Village of Jamaica Beach, Texas,

I, the duly appointed, qualified

COUNTY OF GALVESTON

THE STATE OF TEXAS

Dated the 33 day of April, 1974.

By:

Houstoon Lighting & Power Company

To be bound by all of its terms and provisions.

thereby accepts the above and foregoing ordinance and agrees

The Company for itself, its successors and assigns,

To the Village of Jamaica Beach, Texas: