

AN ORDINANCE GRANTING A FRANCHISE TO:

S. B. BOLLING,

TO LAY AND MAINTAIN IN OR UNDER THE STREETS, AVENUES, ALLEYS AND OTHER PUBLIC PLACES IN THE TOWN OF CORDOVA, ALABAMA, A MAIN OR MAINS FOR THE TRANSMISSION, DISTRIBUTION AND SALE OF GAS FOR DOMESTIC AND OTHER PURPOSES.

BE IT ORDAINED by the Town Council of the Town of Cordova, Alabama, as follows:

SECTION ONE. That, subject to the conditions hereinafter set forth, the right, privilege and franchise be and the same is hereby granted to S. B. Bolling, his heirs, successors and assigns, to construct, operate, maintain, repair, replace, relocate and enlarge from time to time a pipe line system and appurtenances thereto for the transmission, distribution and sale of gas for domestic, industrial and all other purposes in or under any or all of the streets, avenues, sidewalks, alleys and other public places within the corporate limits of the Town of Cordova, Alabama, as now constituted or hereafter extended, together with the right to make, or install, maintain, repair, and replace all such turnouts, meters, regulators service pipes, connections and other usual equipment as may be reasonably necessary or desirable in the operation of said lines or system.

SECTION TWO. This franchise is granted subject to the following express conditions and limitations:

(a) After the laying or placing of any part of said pipe line system or extensions or other equipment and after the repair, replacement, relocation or enlargement of any such system or connections or equipment, the grantee, his successors or assigns, will forthwith at his own expense restore the streets, avenues, sidewalks, alleys and other public places disturbed by said work so that said streets, avenues, sidewalks, alleys and other public places will be in substantially the same condition as before the commencement of such work.

(b) The said grantee, his successors or assigns, will hold harmless and indemnify the said municipality from and against all liability of any and every kind and character arising out of any



default, negligence or wrongful act of the grantee, or his servants or agents in the line of their employment, in and about the construction, operation, maintenance, repair, replacement, relocation or enlargement of any and all such pipe line system and connections or equipment.

(c) Grantee will construct and maintain said pipe line system, extensions and connections thereof in such locations and at such depths below the grades of said streets, avenues, sidewalks, alleys or other public places as may be validly required by the grantor, and will at all times comply with all reasonable requirements, regulations, laws or ordinances now in force or which may hereafter be adopted by said grantor and be applicable to the construction or maintenance of said system.

(d) The duration of this grant shall be thirty (30) years.

(e) This grant shall be void and of no effect unless on or before the 17 day of Dec 19 65 grantee, his successors or assigns, shall obtain from Alabama Public Service Commission or other governmental authority having jurisdiction any certificate or convenience and necessity or other permit requisite to the beginning of service under this grant, provided, however, that if and to the extent that subsequently it shall be denied or refused, grantee shall have the right hereunder to enter into private contracts with and supply gas to consumers in said municipality.

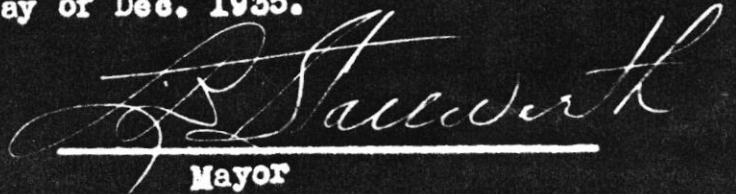
(f) This grant shall be void and of no effect unless on or before the 17 day of Dec 19 65 grantee, its successors or assigns, shall be ready to furnish gas for domestic, commercial and industrial purposes within the corporate limits of the town of Cordova, Alabama.

SECTION THREE. The Mayor or other chief officers of said municipality is hereby authorized to enter into a contract with said grantee, his successors or assigns, for the acceptance of this grant in consideration of One Dollar (\$1.00) to be paid by grantee, his successors or assigns; but acceptance may at any time become final without formal contract by notice in writing from



grantee, his successors or assigns or by the beginning of work of constructing a gas line within or approaching said municipality by or for the account of grantee, his successors or assigns, relative to the supply of gas to be sold or distributed in whole or in part in said municipality.

Approved the 17th day of Dec. 1935.

  
Mayor

Attest:

  
Clerk.

I hereby certify that the foregoing is a true and correct copy of ordinance adopted and approved by the City Council of the Town of Cordova, Alabama, Dec. 17, 1935, at a regular meeting of said City Council held on Tuesday the 17th day of Dec. 1935, at 7 o'clock P. M. at the City Hall in said City of Cordova, Alabama, and published within the limits of the Corporation by posting copies thereof in three public places within the limits of the Town of Cordova, Alabama, namely, One of the places at the Post Office, and one of the places at the Mayor's office in said Town of Cordova, Alabama, and the third place of publication being at or near the Cordova Citizens Bank in the town of Cordova, Alabama, said publication was made by posting copies of the foregoing Ordinance at the three designated places on Dec. 17, 1935.

  
City Clerk.



STATE OF ALABAMA  
WALKER COUNTY.

THIS AGREEMENT, made and entered into this the 17th day of Dec, 1935, by and between the Town of Cordova, Alabama, a municipal corporation, hereinafter referred to as the Grantor, and S. B. Bolling, hereinafter referred to as the Grantee:

WITNESSETH

That in consideration of the sum of one dollar in hand paid to the undersigned Grantor by the undersigned Grantee, the receipt of which is hereby acknowledged by the Grantor, and in further consideration of the acceptances by the Grantee of the franchise, rights and privileges hereinafter conferred, which said acceptance is evidenced by the signature of the Grantee hereto, the undersigned Grantor does hereby give, grant, bargain, sell and convey to the Grantee, its successors and assigns, all of those rights, powers, privileges and franchises conferred by that certain ordinance heretofore on, to-wit, the 17th day of March, 1936, adopted by the town Council of the undersigned Grantor, and recorded in the minutes of the Grantor in Book No. \_\_\_\_\_ at page \_\_\_\_\_, subject to the conditions and limitations set out in said ordinance, a copy of which said ordinance is hereto attached and made a part hereof as fully as though set out herein.

IN WITNESS WHEREOF, This instrument is executed in the name of the Grantor and under its corporate seal by L. D. Stallworth, its Mayor, pursuant to the authority expressly conferred in and by said ordinance, and the Grantee has caused the same to be executed in person by his signature, all in duplicate on this the day and year above written.

TOWN OF CORDOVA, ALABAMA

ATTEST:

By

Mayor

S. B. Bolling  
Clerk.

\_\_\_\_\_  
Grantee.