

WHEREAS, United Telephone Company of the Carolinas is now and has been engaged in the telephone and communications business in the State of South Carolina, and in furtherance thereof, has erected and maintained, and desires to continue to maintain and to improve its telephone plant and system in the City of Beaufort, South Carolina, and

WHEREAS, it is deemed to be in the public interest that an Ordinance be passed by which certain terms and conditions are outlined between United Telephone Company of the Carolinas and the City of Beaufort; Now, therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BEAUFORT:

SECTION I: It is recognized that United Telephone Company of the Carolinas has and maintains its place of business and facilities in the City of Beaufort, and by this franchise is continued to have the authority to operate and maintain and to reasonably expand its telephone services in the Beaufort South Carolina area, including the rendition of local and long distance telephone service within the City of Beaufort and to such other persons, firms or corporations without the corporate limits of the City of Beaufort to whom it is required to furnish such service.

SECTION II: This Ordinance and the franchise or permission hereby granted shall be for a period of twenty (20) years from the date hereof and shall continue thereafter in ten (10) year terms unless cancelled by written notice by either party, not less than two (2) years prior to any expiration date. As a further stipulation and condition of this Ordinance, the company and the City agree and covenant that after said franchise has been in full force and effect for a minimum of ten (10) years, either the City or the Company may, upon written notice, move to reopen negotiations to amend, delete or add to or change any and all

during the continuance of this Agreement. An exception to this condition is automatically in effect when service furnished by United Telephone Company of the Carolinas is interrupted, impaired, or prevented by fires, strikes, riots or other occurrences beyond the control of United Telephone Company of the Carolinas, or by storms, floods or other casualties, in any which events, United Telephone Company of the Carolinas shall do all things, reasonably within its power to do, to restore normal service as promptly as possible.

SECTION VI: United Telephone Company of the Carolinas, on the request of any person shall remove, raise or lower its appliances, structures and fixtures temporarily to permit the moving of houses or other bulky structures or things. The expense of such temporary removal, raising or lowering shall be paid by the benefited party or parties, and United Telephone Company of the Carolinas may require such payment in advance based on estimated costs.

SECTION VII: Permission is hereby granted United Telephone Company of the Carolinas, to reasonably trim trees upon and overhanging the streets, sidewalks, public places and property of the City of Beaufort so as to prevent the branches of said trees from coming in contact with the appliances, structures and fixtures of United Telephone Company of the Carolinas, and when so ordered by the City of Beaufort, said trimming shall be done under the supervision and direction of the City of Beaufort, and in accordance with existing Ordinances of the City of Beaufort.

SECTION VIII: United Telephone Company of the Carolinas agrees to pay to the City of Beaufort or to the South Carolina Highway Department, for any and all damages to its streets, sidewalks, public places and property which result from the construction, maintenance and/or operation of United Telephone Company of the Carolinas; and to compensate the City of Beaufort and/or the South

Carolina Highway Department for their (its) superintendence of this Agreement.

SECTION IX: Nothing herein shall be construed as giving United Telephone Company of the Carolinas any exclusive privilege.

SECTION X: The rights, powers, limitations, duties and restrictions herein provided for shall inure to be binding upon the parties hereto and upon their respective successors and assigns.

SECTION XI: If any section, sentence, clause, or phrase of this Ordinance is for any reason held to be illegal, ultra vires or unconstitutional, such invalidity shall not affect the validity of the remaining portions of this Ordinance. All Ordinances and Agreements and parts of Ordinances and Agreements in conflict herewith are hereby repealed.

SECTION XII: During the period this Ordinance is in existence, United Telephone Company of the Carolinas shall indemnify and hold harmless the City of Beaufort or any of its employees or authorized agents from any and all claims for losses, damages and injuries occasioned to or sustained by any person, firm or corporation, or their property, by reason of the existence, maintenance, operation or continuance of this Ordinance and the exercise of all rights herein contained.

SECTION XIII: United Telephone Company of the Carolinas shall have sixty (60) days from and after the passage and approval of this Ordinance to file its written acceptance thereof with the City Manager, and upon such acceptance being filed, this Ordinance shall take effect and be in force from and after the date of its passage and approval by the Mayor and City Council of Beaufort, and shall effectuate and make binding the Agreement provided by the terms hereof.

Done and ratified by the City Council of the City of Beaufort  
in meeting this \_\_\_\_\_ day of \_\_\_\_\_, 1980.

IN THE PRESENCE OF:

CITY OF BEAUFORT (SEAL)

\_\_\_\_\_

*[Signature]*  
MAYOR

\_\_\_\_\_

Attest: *[Signature]*  
CLERK

1st Reading November 25, 1980

2nd Reading  
& Adoption December 9, 1980

Reviewed by *[Signature]*  
JAMES C. SANDERS, CITY ATTORNEY

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United Telephone Company of the Carolinas hereby accepts the provisions of the foregoing Ordinance and agrees that the same shall become a contract between the City of Beaufort and United Telephone Company of the Carolinas.

Accepted this 23<sup>rd</sup> day of January, 1981.

UNITED TELEPHONE COMPANY OF THE CAROLINAS (Seal)

By *[Signature]*  
Vice President-Operations

ATTEST: *[Signature]*  
Secretary