

AN ORDINANCE GRANTING TO THE ILLINOIS BELL TELEPHONE COMPANY, ITS LESSEES,
SUCCESSORS AND ASSIGNS, CERTAIN RIGHTS IN THE
COUNTY OF LAKE, STATE OF ILLINOIS

BE IT ORDAINED BY THE BOARD OF SUPERVISORS OF THE
COUNTY OF LAKE, STATE OF ILLINOIS

as follows:

SECTION 1. That the ILLINOIS BELL TELEPHONE COMPANY, its lessees, successors and assigns, are hereby granted the right to construct, erect, renew, maintain and operate in, upon, along, across, under and over the roads, streets, alleys and public ways of the said County (hereinafter for convenience called the County), lines of poles, anchors, wires, cables, conduits, vaults, laterals and other fixtures and equipment, and to use the same for the transmission of sounds and signals by means of electricity, and especially for the conduct of a general telephone business for a term of twenty-five (25) years from and after the effective date of this ordinance and thereafter until terminated by sixty (60) days' written notice, either by the County to the Company, or by the Company to the County.

SECTION 2. The location and height above or the depth below the public thoroughfares of the existing lines of poles, anchors, wires, cables, conduits, vaults, laterals and other fixtures and equipment of said Company within the County are hereby approved, and the same shall be maintained and operated under and subject to the provisions of this ordinance. Any change in or extension of any of said poles, anchors, wires, cables, conduits, vaults, laterals or other fixtures and equipment (herein referred to as "structures"), or the construction of any additional structures, in, upon, along, across, under or over the roads, streets, alleys and public ways under jurisdiction of the County shall be made subject to approval of the Superintendent of Highways of the County, or such officer as may be designated from time to time by the governing body of the County for that purpose, who shall, if the proposed change, extension or construction conforms to the provisions hereof, issue written permits therefor without charge. The height above public thoroughfares of all aerial wires and cables hereafter constructed shall conform to the requirements of the Illinois Commerce Commission or other regulatory body having jurisdiction thereof. All structures hereafter installed shall be so placed, and work in connection with such installation shall be so performed as not to interfere unreasonably with ordinary travel on the highways of the County. In case of relocating, bringing to grade or change of grade, or change of width of any county highway, said Company, provided it is notified thereof in writing prior to the commencement thereof, shall change its structures so as to conform thereto without cost to the County, except where such change of grade or the width of any county highway is made in connection with or incident to the rearrangement, separation or alteration of railroad crossings when the allocation of the costs of such rearrangement, separation or alteration lies within the jurisdiction of the Illinois Commerce Commission. Said Company shall keep all structures which it shall construct by virtue of this ordinance, in a reasonably safe condition at all times, and shall maintain such barriers and danger signals during the construction, repair or renewal work performed hereunder as will reasonably avoid damage to life, limb and property.

SECTION 3. All roadways or public thoroughfares disturbed by the Company shall be restored by it to as good condition as before said roadway or thoroughfare was disturbed by it, and in the event that any such roadway or public thoroughfare shall become uneven, unsettled, or otherwise requires repairing, because of such disturbance by the Company, then said Company, as soon as climatic conditions will permit, shall, promptly, upon receipt of notice from the County so to do, cause such roadway or public thoroughfare to be repaired or restored to as good condition as before said roadway or public thoroughfare was disturbed by the Company.

SECTION 4. The said Company shall, at its own expense, defend all suits that be brought against the County on account of or in connection with the violation by the Company of any of the obligations hereby imposed upon or assumed by it, or by reason of or in connection with any damage to life, limb or property as a result of any of the structures constructed by it under or by virtue of this ordinance, and shall save and keep harmless the County from any and all damages, judgments, costs and expenses of every kind, that may arise by reason thereof; provided, that notice in writing shall be immediately given to said Company of any claim or suit against the County which, by the terms hereof, the said Company shall be obligated to defend, or against which the Company has hereby agreed to save and keep harmless the County and provided further that the County shall furnish to said Company all information in its possession relating to said claim or suit, and cooperate with said Company in the defense of said claim or suit. The governing body of the County may, if it so desires, assist in defending any such claim or suit, but solely under the direction of the Company or its attorneys, and the Company shall not be required to reimburse the County for expenses incurred by it in case of the election so to assist.

SECTION 5. So long as said Company exercises and enjoys the rights granted to it hereunder, it will grant to the County a twenty-five (25) per cent discount from its regular business rates (except for message unit charges) in effect from time to time under the Company's Local and General Local Exchange Tariffs for telephone services offered by said Tariffs and rendered by the Company to the County for the business of the County only and within the limits thereof. No liability shall attach to the Company with respect to the furnishing of said service or facilities, or on account of any failure or interruption of said service or facilities, except that the Company will restore such service and facilities promptly upon receipt of notice of such interruption or failure.

SECTION 6. Whenever a private party shall have obtained a written permit from the County Superintendent of Highways to move a building or any other object along a highway the Company shall upon request of such private party, after five (5) days written notice, remove or raise or lower its structures temporarily to permit the moving of a building or any other object along a highway, provided the benefited party or parties shall agree to pay the Company an amount equal to the cost of effecting such temporary changes in its structures; and provided further that, pending the determination of such cost, the benefited party or parties shall have deposited with the Company an amount equal to the cost as estimated by the Company. Should any amount of such deposit remain unexpended, after deducting the cost involved, said amount shall be returned to the party making the deposit.

SECTION 7. In case said Company shall fail or neglect to comply with any or all of the provisions of this ordinance (unless by order of the Illinois Commerce Commission or of any other body, board, commission or court of competent jurisdiction, said Company is otherwise directed, or unless the compliance by said Company with such provision is prohibited or adjudged unlawful by an order of the Illinois Commerce Commission or by an order or enactment of any other body, board, commission or court of competent jurisdiction), the County reserves the right to repeal this ordinance or rescind this contract, and forfeit the rights hereby created or sought to be created, provided that no such repeal, rescission or forfeiture shall exist or be claimed because of such failure or neglect, until written notice of such failure or neglect so claimed shall have been given to said Company, and a reasonable opportunity afforded it to comply with the provisions hereof or to prove that such compliance already exists. In the event of such order or enactment adjudging or declaring any provision or provisions hereof invalid or illegal, or directing a change by the Company in any manner or thing herein contained, such invalidity or illegality or change shall in no way affect the remaining provisions of this ordinance, or their validity or legality, and this ordinance in all other respects shall continue in full force and effect, as if said provision or provisions had not been so adjudged invalid or illegal or such change directed.

SECTION 8. All grants, franchises, rights, licenses and privileges heretofore made or granted by the County by ordinance or otherwise to said Company and all rights of said Company under grants, franchises, rights, licenses and privileges made by the County to others from which said Company may have purchased any part of its poles, lines, equipment or plant, are hereby revoked and repealed, it being the intention that this ordinance shall contain all grants, franchises, rights, licenses and privileges of said Company, and all obligations of said Company in connection therewith.

SECTION 9. Whenever the word "Company" or the words "Illinois Bell Telephone Company" are used in this ordinance, they shall be construed to mean the Illinois Bell Telephone Company, its lessees, successors and assigns, and this ordinance shall be binding upon and inure to the benefit of the said Company, its lessees, successors and assigns.

SECTION 10. This ordinance shall be in full force upon receipt, by the Clerk of the County, of the Company's written and unconditional acceptance of all of the provisions of this ordinance executed by its proper officers thereunto duly authorized, under the corporate seal of said Company, and attested by its Secretary or Assistant Secretary.

PASSED this 9th day of February, A.D. 19 62

(Sgd.) Karl Berning
Chairman, Lake County Board of Supervisors

ATTEST: (Sgd.) Garfield R. Leaf
County Clerk

STATE OF ILLINOIS }
COUNTY OF LAKE } SS

I, (Sgd.) Garfield R. Leaf, County Clerk of the Board of Supervisors for the County of Lake, State of Illinois, and keeper of the records thereof, do hereby certify that the above is a true, correct and complete copy of said proceedings and of the record of the matter found on Page _____, Record Book _____, which is now in my custody.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the County Clerk of Lake County this 9th day of February, A.D. 19 62.

(Sgd.) Garfield R. Leaf
County Clerk

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