

SECTION NINE: This franchise is granted upon the further express condition that in no event shall it be assigned, sold, consolidated or combined without the consent of the City Commission, as provided for by charter, and failure to observe the condition of this section shall be a ground for forfeiture of said grant.

SECTION TEN: The said Mackay Telegraph and Cable Company shall within twenty (20) days after the final passage and approval of this ordinance file with the City Clerk of the City of San Antonio its written acceptance of the terms of this ordinance and all of its conditions and provisions, which acceptance shall be executed by the proper officers of said company thereunto duly authorized, and unless such acceptance shall be so filed within said time this ordinance shall be of no further force or effect.

PASSED AND APPROVED THIS 4th day of November, A.D.1920.

Sam C. Bell,
Mayor.

ATTEST:
Fred Fries,
City Clerk.

November 24, 1920.

The Mackay Telegraph and Cable Company hereby accepts the terms and conditions of An Ordinance passed by the Commissioners of the City of San Antonio, Texas, on the 4th day of November, 1920, being an ordinance "granting to the Mackay Telegraph and Cable Company the right to construct and maintain certain long distance telegraph and telephone lines within the corporate limits of the City of San Antonio". This acceptance is unconditional and unqualified and is in modification of an acceptance heretofore filed on the 15th day of November, 1920.

*Substituted by another
acceptance approved by
the commissioners on
January 13, 1921*

MACKAY TELEGRAPH & CABLE COMPANY,
By Marshall Hicks
Authorized agent and attorney.

AN ORDINANCE OF-209

Authorizing the Mayor to execute a contract with the trustee of Terrell Hills for the construction of certain lines of sanitary sewers.

BE IT ORDAINED BY THE COMMISSIONERS OF THE CITY OF SAN ANTONIO:

That the proposition of Chas. S. Diehl, Frederick Terrell, Alfred G. Raney, John J. Kuntz and Wm. C. Church, Trustees, to construct at their own cost and expense certain lines of sanitary sewers and to convey same to the city of San Antonio so as to make same a part of the sanitary sewer system of the City, subject to the terms and conditions set forth by written contract hereto attached and made a part hereof, and as shown on blue print also attached hereto and made a part hereof, be and the same is hereby accepted, and the Mayor of the City of San Antonio is hereby authorized, directed and empowered to execute said contract for and on behalf of the City of San Antonio.

PASSED AND APPROVED this 23rd day of December, A. D. 1920.

Attest:
Fred Fries,
City Clerk.
Sam C. Bell,
Mayor.

THE STATE OF TEXAS,)
COUNTY OF BEXAR,)

KNOW ALL MEN BY THESE PRESENTS: That this contract made and entered into by and between Chas. S. Diehl, Frederick Terrell, Alfred G. Raney, John J. Kuntz and Wm. C. Church, Trustees, of Bexar County, Texas, hereinafter called first party, and the City of San Antonio, a municipal corporation, hereinafter called Second party,

WITNESSETH:

FIRST: Said First Party hereby agrees to construct at its own cost and expense a system of sewers, consisting of mains and laterals, in what is known as Terrell Hills, north of the City of San Antonio, extending from a point on the Elden Road westwardly to Broadway, thence down Broadway and River Avenue to the present terminus of the city sewer in said River Avenue, as shown on blue print hereto attached and made a part hereof, in accordance with plans, specifications and grade, approved by the City Engineer, and to complete same in a workmanlike manner, subject to the approval and acceptance of the City Engineer of said Second Party.

SECOND: That upon the completion of said line of sewers, as provided for in Section One hereof, and the acceptance thereof by said Second Party, said Second Party agrees to connect same with the main line of its sewer system in River Avenue so as to make said line of sewers so connected and paid for by said First Party a part of its public sewer system to the same extent that it would be if said line of sewers so constructed were wholly within the City limits and constructed by said Second Party out of its funds subject to appropriation for such purposes.

THIRD: That from and after the completion of said main sewer line, its acceptance by said Second Party and the connection with the city sewer system, the absolute and unqualified ownership and control of said sewer line shall pass to and vest in the City of San Antonio and it alone shall have the right to regulate and control the connections made thereto and therewith, to require a written application on such form as it may prescribe as a prerequisite to the granting of a permit for sewer connections, and the right to revoke such permits at its pleasure and to grant such permits, subject to such terms and conditions as it may deem to the best interest of the City of San Antonio.

FOURTH: In consideration of the construction and payment of said line of sewers by said First Party and the conveyance of same to said Second Party, said Second Party hereby agrees to make a connection charge of \$150.00 for each and every connection permitted to be made with that part of said sewer extending from New Braunfels Avenue and North Alley of the Harrigan tract north and east to end of sewer on John Kuntz tract on Elden Road, which amount it agrees to collect and pay over to said First Party quarterly until the full amount of the original cost of that part of said sewer shall be paid to them, provided, however, that each individual co-operating with and assisting said First Party in the construction of said system of sewers to the extent of advancing the sum of \$150.00 or more, shall be entitled to make one sewer connection, subject to the same regulations and conditions required of others without the payment of said connection charge of \$150.00 in cash, but said amount shall be charged against the total amount of the cost of the construction of that part of said sewers incurred by said First Party and by said First Party shall be credited against the amount so expended by them, and for its purpose, said First Party shall file with the City Engineer of said Second Party a statement of the final cost of the construction of said line of sewers, together with a list of the names of each individual property owner or resident assisting said First Party in making said improvements, within thirty days from the date of the final completion and acceptance thereof by said Second Party.

FIFTH: The cost of the construction of that part of said line of sewers between New Braunfels Avenue and the intersection of River Avenue and Burr Street, at which point connection will be made with the City sewer main, shall be kept separate and apart from that part of said sewers described in the preceding paragraph, and when said First Party shall notify said Second Party that the owners of property between New Braunfels Avenue and the connecting point on River Avenue, in what is known as the Harrington tract, have paid to said First Party the cost of the construction of that part of said sewer, then said Second Party shall permit connection to be made with said sewers between said point without a connection charge, but otherwise subject to the same conditions and regulations required of others.

SIXTH: It is understood and agreed that said Second Party shall be authorized and it shall have the right to charge and collect annually a service charge from each and every person permitted to connect with the above described line of sewers in an amount sufficient to cover the cost of supervision, regulation and maintenance of said sewer line lying without the City Limits, said charges to be apportioned among those receiving service through their connections therewith, on such basis as said Second Party may deem just and equitable, and said Second Party shall have the right to increase, diminish or charge the schedule of fees provided therefor at will.

IN WITNESS WHEREOF the parties hereto have executed this agreement at San Antonio, Texas, this 23rd day of December, A. D. 1920.
30th

Trustees.
(Party of the First Part.)

CITY OF SAN ANTONIO

By _____ Mayor.
(Party of the Second Part.)

ATTEST:

City Clerk.