

Ent 025664 Bk 76 Pg 532
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Fee: None
Filed By: CF
KERI PALLESEN, Recorder
DAGGETT COUNTY
For: DAGGETT COUNTY

ORDINANCE NO. 12-2

AN ORDINANCE GRANTING TO UNION TELEPHONE COMPANY, INC., ITS SUCCESSORS AND ASSIGNS, A FRANCHISE TO CONSTRUCT, ERECT, RENEW, REPAIR, MAINTAIN AND OPERATE IN, UPON, ALONG, ACROSS, UNDER AND OVER THE STREETS, ALLEYS AND OTHER PUBLIC WAYS OF THE COUNTY OF DAGGETT FOR A PERIOD OF TEN (10) YEARS AND SO LONG THEREAFTER AS PERMITTED BY THE ORDINANCE, A TELEPHONE TRANSMISSION SYSTEM, REGULATING THE SAME, AND PROVIDING FOR COMPENSATION TO THE COUNTY, AND REPEALING ALL ORDINANCES IN CONFLICT HEREWITH.

BE IT ORDAINED BY THE GOVERNING BODY OF THE COUNTY OF DAGGETT, AND STATE OF UTAH:

Section 1. That permission and authority are hereby granted to Union Telephone Company, Inc., herein called "Union" or "Company", a corporation created and existing under and by virtue of the laws of the State of Wyoming, upon the terms and subject to the conditions of this Ordinance, to construct, erect, renew, repair, maintain and operate in, upon, along, across, under and over the streets, alleys and other public ways of the County of Daggett for a period of ten (10) years from and after its acceptance by Union (and thereafter until terminated by at least six (6) months written notice either by the County of Daggett to the Company or by the Company to the County), Union's lines, poles, anchors, wires, cable, conduit, vaults, laterals and other fixtures and equipment, and to use said property for the transmission of sound and signals or other means of communication by means of electricity and electromagnetic (including telephone, television, computer, facsimile transmission and voice mail).

In the event at least six (6) months' written notice shall be given by the County of Daggett to the Company, or by the Company to the County of Daggett of its desire to terminate the permission and authority granted by this Ordinance, the permission and authority granted by this Ordinance shall thereupon expire in accordance with such notice. Whereupon, this ordinance shall be null and void and of no effect whatsoever and all rights and privileges granted by this Ordinance shall be at an end.

Section 2. (a) The location of said lines, poles, anchors, wires, cable, conduit, vaults, laterals and other fixtures and equipment, and the construction thereof, or any change or extension (or the removal thereof), in case said removal shall necessitate the substantial disturbance of any street, alley, or other public way shall be subject to the approval, of the Governing Body of the County of Daggett.

(b) The Company shall place on file with the County Clerk plans showing the location and character of each pole and each conduit to be erected or laid, and the number of ducts in each conduit and the location of manholes or other openings to gain access to said conduit; and no pole, conduit, vault or anchor shall be erected, constructed, or laid upon or any street, alley or other public way or any such tunnel, until a permit therefore has issued which shall indicate the time, manner and place of laying, constructing or erecting the said conduit, pole, valet or anchor.

(c) The Company agrees that in all cases (except as hereinafter expressly otherwise provided) where the County shall change the grade or width of any street, alley, or other public way, the Company will, promptly and at its own expense, unless otherwise by Ordinance provided, change or

move its structures so as to conform thereto, and all sidewalks, parkways or pavements disturbed by the Company shall be restored by it to a good condition, and in the event that any such sidewalk, parkway or pavement shall become uneven, unsettled, or otherwise require repairing because of such disturbance by the Company, then the Company shall promptly, upon receipt of notice from the County so to do, cause said sidewalk, parkway or pavement to be repaired or restored to a good condition.

Section 3. (a) The permission and authority herein granted are upon the express condition that the Company, as consideration therefore, and as compensation for the use herein granted of County streets, alleys and other public ways, shall pay into the County treasury (in addition to all other compensation provided for in this Ordinance) the sum of Two Hundred Fifty Dollars (\$250.00) upon Union's acceptance of this Ordinance, and Two Hundred Fifty Dollars (\$250.00) on or before the anniversary of the initial payment in each succeeding year, which the parties mutually acknowledge to be in good and sufficient consideration.

(b) The Company shall, within thirty (30) days after demand, pay to the County of Daggett, Wyoming, the cost of publishing this Ordinance.

Section 4. This franchise is contingent for its existence and continuance upon a certificate of authority from the Public Service Commission of the State of Utah.

Section 5. (a) The Company shall, at its own expense, indemnify and save harmless the County from any and all damages, judgment, costs and expenses of every kind, which may arise or result by reason of or in consequence of the acts or neglect of the Company, its agents or servants.

(b) The Company hereby expressly waives and releases any and all claims which it now has or may hereafter acquire against the County arising from or growing out of any damages to the property of the Company resulting from any act or omission of the County, its agents and employees, occurring prior to the date of the passage and acceptance of this Ordinance.

Section 6. (a) In the event that the Company shall default in the observance or performance of any one or more of the agreements, duties or obligations imposed upon it by any of the provisions and conditions of this Ordinance, and if any such default or defaults shall continue for a period of six (6) months (exclusive of all times during which the Company may be delayed or interfered with, without its connivance, by unavoidable accidents, acts of God, labor strikes, or the orders or judgment of any commission or court entered in any suit or proceeding brought without its connivance) after written notice thereof to the Company from the County, stating the alleged default on the part of the Company, then and in each and every such case, the County, in addition to all other rights and remedies allowed by law, shall be entitled to terminate the grant made to the Company in and by this ordinance, and all rights and privileges of the Company under this Ordinance shall thereupon be at an end.

(b) If any section, sentence, clause or phrase of this Ordinance is for any reason declared to be illegal, invalid, unconstitutional or void, all other sections thereof not so held shall be and remain in full force and effect.

Section 7. on This Ordinance shall be in full force and effect from and after its passage and approval, upon Union filing with the Clerk of the County within thirty (30) days after the passage and approval of this Ordinance, Union's written and unconditional acceptance thereof, provided that all the rights and privileges granted to the Company hereunder may pass to its legal successor or successors organized under the laws of the state or by assignment of any corporation organized under the laws of the state acquiring the plan and property of the Company, or that part thereof located in the County, subject to all the terms and conditions of this Ordinance, and provided that said successor or successors or said assignee shall have filed with the Clerk its acceptance of said terms and conditions.

This Ordinance shall be in full force and effect and shall constitute a binding contract between the County of Daggett and the Company when the provisions hereof shall have been accepted in writing by the Company and such acceptance filed with the County Clerk.

Section 8. That all ordinances or parts of ordinance in conflict herewith are hereby repealed, if any such ordinances do in fact exist.

PASSED, ADOPTED AND APPROVED by the Governing Body of the County of Daggett

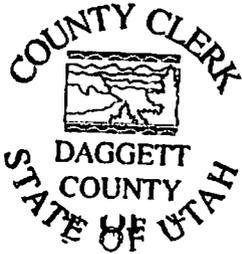
Utah, this 7th day of February, 2012.

ATTEST:

Viiky McKee
County Clerk

County of Daggett, UT

By: Jerry Stalich
Commissioner



Accepted unconditionally by Union Telephone Company, and authority of the Board of Directors of said Company authorizing the undersigned officer to sign in its behalf:

Dated 2/13/12

[Signature]
Chief Executive Officer
Union Telephone Company

ATTEST:

[Signature]
Administration Assistant
Union Telephone Company