

BOARD OF COUNTY COMMISSIONERS

DAGGETT COUNTY, STATE OF UTAH

In the Matter of Ordinance No. 78-2

AFFIDAVIT AND ACCEPTANCE  
OF FRANCHISE ORDINANCE

STATE OF COLORADO )  
 ) ss.  
CITY AND COUNTY OF DENVER )

JOHN E. JONES, being first duly sworn upon oath, deposes and says:

1. Affiant is president of Utah Gas Service Company, a Utah corporation, and is authorized to act on its behalf in acceptance of Ordinance No. 78-2 of Daggett county, State of Utah.

2. That Utah Gas Service Company does accept Ordinance No. 78-2 of Daggett County, State of Utah, dated April 19, 1978, entitled "Ordinance No. 78-2 - Granting to Utah Gas Service Company, a Utah Corporation, its Successors or Assigns, A Franchise for the Construction and Operation of a Gas Distribution System in Daggett County, State of Utah, for a Term of Thirty-Three Years, and Fixing and Prescribing Conditions and Terms Thereof," and all the rights and authority therein granted in accordance with the terms and provisions of said ordinance.

FURTHER AFFIANT SAITH NAUGHT.

UTAH GAS SERVICE COMPANY

By /s/ John E Jones  
JOHN E. JONES, President

SUBSCRIBED and sworn to before me this 23rd day of May, 1978.

/s/ Nancy L. Tettila  
Notary Public  
Residing at Denver, Colorado

My Commission expires: 3/2/82

(S E A L)

ORDINANCE 78-2

GRANTING TO UTAH GAS SERVICE COMPANY, A UTAH CORPORATION, ITS SUCCESSORS OR ASSIGNS, A FRANCHISE FOR THE CONSTRUCTION AND OPERATION OF A GAS DISTRIBUTION SYSTEM IN DAGGETT COUNTY, STATE OF UTAH, FOR A TERM OF THIRTY-THREE YEARS, AND FIXING AND PRESCRIBING CONDITIONS AND TERMS THEREOF.

THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DAGGETT ORDAINS AS FOLLOWS:

SECTION 1. That there is hereby granted to UTAH GAS SERVICE COMPANY, its successors and assigns, hereinafter called, "Grantee", the right, privilege and franchise, for the period of thirty-three (33) years from and after the passage of this Ordinance, to lay, construct, operate and maintain gas mains, service pipes and lines, curb boxes and other necessary attachments and appliances in, under, upon, over, across and along the present and future roads, highways, streets, alleys, bridges and other public places in the County of Daggett over which the Board of County Commissioners has jurisdiction, for the purpose of conveying, distributing, supplying and selling gas to said county, the inhabitants thereof and property owners and users therein, and to persons and corporations beyond the boundaries thereof, for all useful purposes. The right, privilege and franchise granted herein shall nevertheless expire and be of no further force and effect upon the revocation or termination of the Certificate of Public Convenience and Necessity issued to Grantee by the Public Service Commission of Utah authorizing Grantee to provide gas service to the county of Daggett, however, transfer of said certificate by Grantee to a successor or assignment thereof by Grantee shall not be construed as a revocation or termination of said certificate. This franchise is granted in consideration of mutual covenants herein contained and the acceptance by the Grantee of the terms and conditions of this Ordinance as herein provided.

SECTION 2. That before the Grantee shall lay, construct or install any gas mains or pipes under this grant, it shall, if requested, make written application to the Board of County Commissioners of Daggett County for permission so to do, which application shall fully describe the nature of the proposed installation and shall set forth the street or streets upon which it is to be laid, and installation shall not be made until Grantee receives from such Board of County Commissioners any permission requested therefor. The Board of County Commissioners may designate the exact location within the streets where any mains or pipes are to be laid.

SECTION 3. That all mains, service pipes and lines shall be so laid as to interfere as little as possible with traffic. Grantee, its successors and assigns shall lay construct all gas mains and pipes under this grant with dispatch in accordance with established practices with respect to gas line construction, and so as not to unnecessarily interfere with water pipes or other pipes which may

have been previously laid in said roads, highway, streets, alleys, lanes and other public places, having regard to the safety and convenience of said county and its citizens. Grantee shall comply with such construction, materials and maintenance standards of its mains, pipes, boxes, stations, connection, meters and other appliances that are from time to time established by applicable State and Federal regulatory agencies.

SECTION 4. That all roads, highways, streets, alleys, lanes and public places that may be opened by the Grantee for the aforesaid purposes shall be filled in and put in as good repair as they were prior to the opening thereof and so as to present the least possible obstruction and inconvenience to the traveling public.

SECTION 5. That permission is hereby granted unto Grantee, its successors or assigns, to assign this franchise and all rights hereunder and upon assignment of this franchise in accordance herewith, said successors or assigns, whether individuals or corporations, shall become entitled to all the rights and privileges herein granted and shall assume all the obligations and duties herein provided.

SECTION 6. That said county shall in no way be liable or responsible for any accident or damage that may occur in the construction, operation or maintenance by the Grantee of its pipelines and appurtenances hereunder, and the acceptance of this franchise shall be deemed an agreement on the part of said Grantee, its successors and assigns to indemnify said county and hold it harmless against any and all liability, loss, cost, damage or expenses which may accrue to said county by reason of any neglect, default, or misconduct of the Grantee in the construction, operation or maintenance of said pipelines and appurtenances.

SECTION 7. This franchise is granted in consideration of the mutual covenants and purposes herein contained and the acceptance by the Grantee, of the terms and conditions of this Ordinance as herein provided, together with the payment by the Grantee to the County within ninety (90) days after the effective date of said Ordinance of the total sum of Fifty Dollars (\$50.00). It is understood and agreed by and between Daggett County and Grantee that the franchise, occupation, privilege, license, excise, revenue or similar taxes, and all other exactions (except ad valorem property taxes and special assessments for local improvement) upon the revenue, property, gas mains, gas supply and distribution pipes, equipment, fixtures, or other appurtenances of said company, and all other property or equipment of said company, or any part thereof, including, but not limited to, any tax levies, license fees, charges, assessments, fees or payments imposed or which may hereafter be imposed during the term of this franchise.

SECTION 8. That said Grantee shall, within ninety (90) days after the passage of this Ordinance, accept in writing, duly filed with the County Clerk of Daggett County, this franchise and the grants and privileges herein given, together with the conditions binding upon said Grantee.

SECTION 9. This Ordinance shall be published in the Green River Star, a newspaper of general circulation within Daggett County, for the publication on May 17th, 1978, and be in full force and effect upon the expiration of twenty (20) days following the date of publication.

Passed by the Board of County Commissioners of Daggett County, Utah, this 19th day of April, 1978, the vote on said Ordinance being as follows:

Commissioner Albert Neff Voting "AYE" /s/ Albert H. Neff  
Albert Neff

Commissioner Laray Sadlier Voting "AYE" /s/ Laray Sadlier  
Laray Sadlier

Commissioner Vance Grubb Voting "AYE" /s/ Vance Grubb  
Vance Grubb

Attest:

/s/ Gene Briggs  
Gene Briggs,  
Daggett County Clerk