

ORDINANCE NO.....
AN ORDINANCE GRANTING TO UTAH
POWER & LIGHT COMPANY, ITS SUC-
CESSORS AND ASSIGNS, AN ELECTRIC
LIGHT, HEAT, AND POWER FRANCHISE.

BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF MANTUA,
UTAH

Section 1. That there is hereby granted to Utah Power & Light Company, its succes-
sors and assigns (herein called the "Grantee"), the right, privilege, or franchise, until
October 5, ~~20~~ ²⁰¹¹, to construct, maintain, and operate in the present and
future streets, alleys, and public places in the Town of Mantua, Utah,
and its successors, electric light and power lines, together with all the necessary or desirable
appurtenances (including underground conduits, poles, towers, wires, transmission lines, and
telegraph and telephone lines for its own use), for the purpose of supplying electricity to said
Town, the inhabitants thereof, and person and corporations beyond the limits thereof, for
light, heat, power and other purposes.

Sec. 2. Poles and towers shall be so erected as to interfere as little as possible with traf-
fic over said streets and alleys. The location of all poles, towers and conduits shall be fixed
under the supervision of the Board of Trustees of the Town, but not so as unreasonably to
interfere with the proper operation of said lines.

Sec. 3. All lines constructed under this grant shall be constructed in accordance with
established practices with respect to electrical construction.

Sec. 4. The Town 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 lines 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 Town and hold it harm-
less against any and all liability, loss, cost, damage, or expense which may accrue to said Town
by reason of the neglect, default, or misconduct of the Grantee in the construction, operation,
or maintenance of its lines and appurtenances hereunder.

Sec. 5. The Grantee shall file its written acceptance of this franchise with the Clerk of the Board of Trustees within thirty (30) days after its passage.

Sec. 6. This ordinance shall take effect as soon as it shall be published as required by law, deposited and recorded in the office of the Clerk, and accepted as required herein.

Passed by the Board of Trustees of the Town of Mantua, Utah, this 5th day of October, 19 60.

(SEAL)

Lynn J. Halling
President of the Board of Trustees.

Attest:

Olena A. Halling
Clerk of the Board of Trustees.

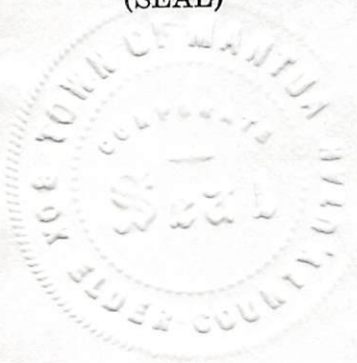
STATE OF UTAH, }
COUNTY OF BOX ELDER } ss.

I, the undersigned, the duly qualified and acting Clerk of the Board of Trustees of the Town of Mantua, Utah, do hereby certify that the foregoing consisting of _____ pages, is a full, true and correct copy of an ordinance adopted by the Board of Trustees of said Town at a meeting duly held therein, on the 5th day of October, 19 60.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Town on this the 5th day of October, 19 60.

(SEAL)

Olena A. Halling
Clerk of the Board of Trustees.



THE BOARD OF DIRECTORS OF THE COMPANY

RESOLVED, THAT THE BOARD OF DIRECTORS

DO HEREBY APPROVE THE

PROVISIONS OF THE

ARTICLES OF ASSOCIATION

AND THE MEMORANDUM OF ASSOCIATION

OF THE COMPANY

AS SET FORTH IN

THE ANNEXURE

HEREIN

AND TO SIGN AND SEAL

THESE RESOLUTIONS

IN WITNESS WHEREOF

THE BOARD OF DIRECTORS

DOES HEREBY SIGN AND SEAL

THIS



STREET LIGHTING AGREEMENT

Mantua City , a body corporate and politic of Box Elder County,

State of Utah , herein called Customer, agrees to pay for street lighting service and Utah Power & Light Company, herein called Company, agrees to install and/or maintain and operate street lighting facilities at those locations listed and described herein for a term of Three (3) years under designated rate schedules or any effective superseding rate schedule filed with the regulatory authorities having jurisdiction. This agreement shall be subject to the Company's electric service regulations, copies of which are available at the Company's offices.

| Location | No. of Luminaires | Kind | Lumens | Rate Sch. & Tariff | Type of Pole | Fixed Charges On Additional Investment | Added Maintenance Not Included In Schedule |
|-------------------|-------------------|------|--------|--------------------|--------------|--|--|
| Various locations | 21 | Inc. | 2,000 | 11-28 | Wood | - | - |
| " " | 7 | M.V. | 7,000 | 11-28 | Wood | - | - |

Customer agrees to pay Company monthly, fixed charges on Company's additional investment in the amount shown above for all steel poles and other street lighting facilities not provided for in the rate schedule.

Customer agrees to pay Company an additional maintenance charge in the amount shown above for services that are not provided for in the rate schedule.

Customer by written request may from time to time request Company to install and/or serve and operate additional street lighting facilities under the terms and conditions of this agreement and Company will comply with such request when Company is financially protected in so doing.

Company agrees to change the location of any street light in use upon thirty days written notice by Customer and upon payment to Company of the cost of the change.

Company shall use reasonable diligence to furnish continuous service during lighting hours, and having used reasonable diligence shall not be liable for any failure of service, nor for any outage, except to credit Customer with the proportion of the month's charge attributable to the duration and extent of such failure or outage.

This is a continuation of street lighting service from a contract dated December 12, 1960 between Company and Customer, which contract shall be cancelled and superseded by this contract and shall become effective upon first delivery of service hereunder.

Dated 2 July 1981

James R. Penkerton
.....
mayor

Attest or Countersigned:
Annalor A. Jensen
.....

Customer

Clerk/Recorder

UTAH POWER & LIGHT COMPANY
By *Christensen*
.....
Title DIV. MANAGER

JRF
RJR

CONFIDENTIAL

The following information is being furnished to you for your information only. It is not to be disseminated outside your organization.

Very truly yours,
[Signature]

This document contains information that is exempt from public release under the Freedom of Information Act, 5 U.S.C. 552, because it is:

Exempt from public release under 5 U.S.C. 552(b)(7)(C), which exempts from public release information that is:

