

6th Mitchell

GRANT OF RIGHTS AND PRIVILEGES

In consideration of the sum of One Dollar paid by Mountain States Telephone and Telegraph Company to the undersigned, and in consideration of the premises and covenants contained herein, the undersigned hereby grants unto Mountain States Telephone and Telegraph Company, its successors and assigns, full, sole, exclusive and authority to construct, <sup>maintain and</sup> *the (each)* maintain the lines of telephones and telegraphs, including the necessary <sup>under</sup> *the (each)* poles, poles, cables, wires and fixtures, upon, over, and across the property and all lands of which it has any interest in in the town of Sunnyside, including Sunnyside, Carbon County, State of Utah, which poles are to be installed at the locations shown on the accompanying plans, numbered Sheet 1, Sheet 2, and Sheet 3, which are incorporated herein by reference, upon and along the streets, streets, airways, and along said property with the right to permit the attachment of the wires and fixtures of any other company, and the right to trim any trees along said lines so as to keep the wires clear of at least 10 feet, to erect and set the necessary cross poles and anchors and to attach thereto the necessary wires, with all the being required in full payment hereof. All poles, cables, wires, fixtures, or any other structures are to be located by Mountain States Telephone and Telegraph Company, over or across any other property of the undersigned in Sunnyside or Sunnyside in Carbon County, Utah, or at any other place or location than those shown on the attached plans, and the undersigned hereby covenants and agrees that he and his heirs, assigns and first grade heirs or assigns knowing the proposed structure and the proposed location thereof to the undersigned and will not undertake any construction thereof unless said plans are approved in writing by the undersigned.

In consideration of this grant Mountain States Telephone and Telegraph Company agrees as follows:

1. To change the location of any pole, any wire, any wire cross, cable, anchor, fixture, or other structure or improvement located upon the property of the undersigned by reason of this grant, where such change in location is necessary or convenient to the use of the property of the undersigned, said change to be made promptly and at the expense of Mountain States Telephone

and Telegraph Company after reasonable notice from the undersigned or its assigns.

2. To maintain all structures, pole lines, guy wires, guy wire braces, conduits, cables, fixtures, or other structures in a good state of repair and to save the undersigned harmless from all third party claims arising out of the installation and future maintenance of the same.

3. That the work shall be done with care, that all damage to the premises caused thereby shall be repaired by and at the expense of the Mountain States Telephone and Telegraph Company.

Dated this 21 day of <sup>November</sup> ~~October~~, 1950.

UTAH FUEL COMPANY

Attest:

By [Signature]

Secretary

MOUNTAIN STATES TELEPHONE & TELEGRAPH COMPANY

Attest:

[Signature]

By [Signature]  
GENERAL PLANT MANAGER

State of Utah County of Salt Lake

On the 21 day of Nov., 1950, personally appeared before me R. E. Hoagland, who being by me duly sworn did say that he is the Vice-President of the Utah Fuel Company, and that said instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said R. E. Hoagland acknowledged to me that said corporation executed the same.

Witness my hand and seal.

My Commission expires Aug 6, 1954

[Signature]  
Notary Public

State of Colorado, City and County of Denver.

On the 6 day of November, 1950, personally appeared before me E. E. Hoagland, who being by me duly sworn did say that he is the General Plant Manager of The Mountain States Telephone & Telegraph Company, and that said instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said E. E. Hoagland acknowledged to me that said corporation executed the same.

Witness my hand and seal.

My Commission expires May 9, 1954

[Signature]  
Notary Public

George W. Baron