

ORDINANCE NO. 2026-02 DATE: 5/27/2026

AN ORDINANCE GRANTING TO UINTAH BASIN ELECTRONIC TELECOMMUNICATIONS, L.L.C. DBA STRATA NETWORKS A FRANCHISE FOR THE CONSTRUCTION, OPERATION AND MAINTENANCE OF A TELECOMMUNICATIONS NETWORK IN THE TOWN OF DUTCH JOHN, COUNTY OF DAGGETT, STATE OF UTAH.

UINTAH BASIN ELECTRONIC TELECOMMUNICATIONS, L.L.C. DBA Strata Networks, (“Strata Networks”) desires to construct, maintain, and operate a telecommunications network within the Town of Dutch John, County of Daggett (“Town”); and

The Town Council has determined that it is in the best interest of the citizens of the Town to grant a franchise to Strata Networks to use the roads and streets within the Town for such purpose; NOW, THEREFORE, the Town Council ordains as follows:

1. Grant of Franchise. The Town grants to Strata Networks a nonexclusive franchise (Franchise) to construct, maintain, and operate in the present and future roads, streets, alleys, highways, and other public rights-of-way within Town limits, including any property annexed or otherwise acquired by the Town after the effective date of this Franchise (collectively, Streets), a telecommunications network for furnishing voice, data, video, and broadband or internet access services (including IP-based services) to the Town and its inhabitants. Strata Networks shall have the right to erect, construct, equip, and maintain along, over, and under the Streets a telecommunications network, with the necessary appurtenances, (Facilities) as are reasonably necessary for supplying voice, data, video, and broadband or Internet access services (including IP-based services) in accordance with this Franchise.

2. Consideration. In consideration of the rights, privileges, and franchise granted by the Town herein, and the covenants and agreements of Strata Networks contained in this Franchise, the parties agree that no franchise fee or other monetary consideration shall be required in connection with this Franchise.

3. Term. This Franchise is granted for an initial term of fifteen (15) years. At the expiration of the initial term, the Franchise shall, upon the request of Strata Networks at least 120 days prior to expiration, continue in effect upon the same terms and conditions for up to two additional terms (each of which is a renewal period) of ten (10) years each. The Town may terminate the Franchise at the end of the initial term, or at the end of any renewal period, by giving Strata Networks written notice of the Town's intent to terminate not less than ninety (90) calendar days before the expiration of the initial term or any renewal period.

4. Acceptance. Within sixty (60) days after the passage of this ordinance, Strata Networks shall file with the Town an unconditional written acceptance of the Franchise declaring its acceptance of the Franchise and its intention to be bound by the terms and conditions of the Franchise, or the Ordinance will be rescinded.

5. Construction and Maintenance of Facilities. All construction shall be scheduled and procedures implemented so as to interfere as little as possible with traffic over, and public use of, the Streets and to cause minimum interference with the rights and reasonable convenience of property owners who adjoin any of the Streets. All Facilities shall be sited so as to not interfere with traffic over and public use of the streets. All Facilities shall be constructed in accordance with established telecommunications network construction practices and in a manner which protects the Facilities from all traffic loads. Without unreasonable additional cost to Strata Networks, all Facilities that are installed during the term of the Franchise shall be sited to be

visually unobtrusive and to preserve the natural beauty and neighborhood aesthetics within the Town limits.

Strata Networks shall repair or replace, at its own expense, any and all rights of way, pavements, sidewalks, street improvements, excavations, other facilities, landscaping, or other improvements, public or private, that it damages in the Franchise operations within thirty (30) days of completion.

6. Compliance with Ordinances – Conflict. Strata Networks shall comply with all Town ordinances, regulations, and requirements and shall pay all applicable excavation fees and charges that are or may be prescribed by the Town with respect to the construction, maintenance and operation of all Facilities. However, these obligations shall apply only as long as such ordinances, regulations, requirements, or fees are not preempted by or otherwise in conflict with any applicable statutory or constitutional law, rule, or regulation, including this Franchise and any lawful revisions made and accepted by Strata Networks during the term of the Franchise.

The Town shall have the right to inspect the construction and maintenance of the Facilities to ensure the proper compliance with applicable Town ordinances, regulations, and requirements. In the event Strata Networks should fail to comply with the terms of any Town ordinance, regulation, or requirement, the Town shall give Strata Networks written notice of such non-compliance and the time for correction provided by ordinance or a reasonable time for correction if there is no time frame provided by the applicable ordinance, regulation, or requirement. Excluding any correction, modification, or change to the Facilities, and after written notice and failure of Strata Networks to make corrections, the Town may, at its sole risk, make such correction itself and charge the cost to Strata Networks including any minimum cost provided by ordinance. The Town shall not make, nor request or allow any party other than Strata

Networks to make changes, corrections, or modifications of any kind to Strata Networks' Facilities. Nothing in this Franchise limits Strata Network's right to oppose any ordinance, whether existing, proposed, or adopted, from and after the effective date of this Franchise.

7. Information Exchange. Upon request by either the Town or Strata Networks, as reasonably necessary, Strata Networks and the Town shall meet for the purpose of exchanging information and documents regarding construction and other similar work within the Town limits, with a view towards coordinating their respective activities in those areas where such coordination may prove mutually beneficial. Any information received by the Town from Strata Networks that contains or relates to Strata Networks' confidential or proprietary information, including but not limited to information regarding future capital improvements that may involve land acquisition shall be treated with confidentiality upon request to the extent that the Town may lawfully do so.

8. Relocation. Upon written notice to Strata Networks, the Town may require the relocation and removal or reinstallation (collectively, Relocation) of any Facilities located in, on, along, over, across, through, or under any of the Streets. After receipt of such written notice, Strata Networks shall diligently begin such Relocation of its Facilities as may be reasonably necessary to meet the Town's requirements. The Relocation of Facilities by Strata Networks shall be at no cost to the Town if (i) such request is for the protection of the public health, safety and welfare pursuant to lawful authority delegated to the Town; (ii) the Facilities have been installed pursuant to this or any other Strata Networks franchise and not pursuant to a property or other similar right, including, but not limited to, a right-of-way, grant, permit, or license from a state, federal, municipal or private entity; and (iii) the Town provides a new location for the Facilities. Otherwise, a Relocation required by the Town pursuant to such written notice shall be at the

Town's expense. Following Relocation of any Facilities, Strata Networks may maintain and operate such Facilities in a new location within Town limits without additional payment. If a Town project is funded by federal or state monies that include an amount allocated to defray the expenses of Relocation of Facilities, then the Town shall compensate Strata Networks up to the extent of such amount for any Relocation costs mandated by the project to the extent that the Town actually receives or is otherwise authorized to direct or approve payment of such federal or state funds; however, the Town shall ensure that receipt of compensation from federal or state sources shall not restrict or otherwise obligate Strata Networks' ownership of the Facilities in any way.

Notwithstanding the preceding paragraph, Strata Networks shall not be responsible for any costs associated with an authorized Town project that are not attributable to Strata Networks' Facilities in the Streets. Further, all such costs shall be allocated among all utilities or other persons whose facilities or property are subject to Relocation due to an authorized Town project.

9. Assignment. Strata Networks shall not assign or delegate any of its rights or obligations under the Franchise to another entity without the Town's prior written approval, which approval shall not be unreasonably withheld, conditioned, or delayed. Inclusion of the Franchise as an asset of Strata Networks subject to the liens and mortgages of Strata Networks shall not constitute a transfer or assignment requiring the Town's prior written consent.

12. Insurance. Strata Networks shall responsibly self-insure or maintain insurance to cover its obligations and liabilities as set forth in this ordinance, in lieu of any insurance as may be required in any Town ordinances.

13. Bonding. If Town ordinance requires Strata Networks to post a surety bond, that section of the ordinance is expressly waived.

14. Effect of Invalidity. If any portion of this Franchise is for any reason held illegal, invalid, or unconstitutional, such invalidity shall not affect the validity of any remaining portions of this Franchise.

15. Amendment. This ordinance shall not be altered or amended without the prior written consent of Strata Networks.

16. Effective Date. This ordinance shall become effective upon the date of acceptance by Strata Networks as established above.

[SIGNATURE PAGE FOLLOWS]

APPROVED and ADOPTED this 14th day of December, 2020.

Town of Dutch John

Attest

Amy McDonald
Recorder

By

[Signature]
Lester Johns Mayor

By

[Signature]
Rachel Albritton, Council
Member

By

[Signature]
Harriet Dickerson, Council
Member

By

[Signature]
Sandy Kunkel, Council
Member

By

Absent
Amy McDonald, Council
Member

Voting Outcome

	Yes	No
Council Member <u>Johns</u>	<u>X</u>	___
Council Member <u>Albritton</u>	<u>X</u>	___
Council Member <u>Dickerson</u>	<u>X</u>	___
Council Member <u>Kunkel</u>	<u>X</u>	___
Council Member <u>McDonald</u>	___	___ absent

Uintah Basin Electronic Telecommunications,
L.L.C. dba Strata Networks

By:

[Signature]
Bruce Todd

TOWN ACKNOWLEDGEMENT

STATE OF UTAH)

:ss

COUNTY OF DAGGETT)

On the 19 day of May, 2026, personally appeared before me Lester John⁵ duly sworn, did say that he is the Mayor of Dutch John, Utah, a municipal corporation of the State of Utah, and that the foregoing instrument signed in behalf of the County by authority of its governing body and said Mayor acknowledged to me that the County executed the same.

NOTARY PUBLIC

STRATA NETWORKS ACKNOWLEDGEMENT

STATE OF UTAH)

:ss

COUNTY OF DUCHESNE)

On the _____ day of _____, 2026, personally appeared before me Bruce Todd duly sworn, did say that he is the CEO / General Manager of Uintah Basin Electronic Telecommunications, L.L.C. dba Strata Networks, a Utah limited liability company and that the foregoing instrument was duly authorized by the company in accordance with its operating agreement and signed in behalf of said company.

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