

#LB-002

THE MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY  
2454645

CONCEALED COMMUNICATIONS WIRING AGREEMENT  
COVERING THE USE OF LAY-IN SUSPENDED CEILINGS

BUILDING ENVIROTECH RESEARCH CENTER  
~~Ford Motor Company~~ DATE March 23, 1972  
STREET ADDRESS 414 West 3rd South COUNTY Salt Lake  
CITY AND STATE Salt Lake City, Utah

LEGAL DESCRIPTION:

Commencing at the Northeast corner of Lot 1, Block 62, Plat "A", Salt Lake City Survey; thence South 20 rods; thence West 164 2/3 feet; thence North 11 rods; thence West 1/3 foot; thence North 9 rods; thence East 10 rods to beginning.

To induce The Mountain States Telephone and Telegraph Company, a Colorado corporation (Mountain Bell), Salt Lake City to conceal communications equipment and cables serving the above-noted building in the space above lay-in suspended ceilings and elsewhere, where practical and where no adequate communications duct or conduit system is available; the undersigned owner of, or of an interest in, the building, for himself, and for his successors in interest therein (Owner) does hereby agree to provide and be responsible to Mountain Bell with respect to said building and property, and agrees as to Mountain Bell's positions, rights and liabilities in connection therewith, as follows:

1. To provide access to and an easement to and in the space above the suspended ceilings when and where required for Mountain Bell to provide requested communications service, and to be responsible for removing, storing and replacing ceiling tiles as required.
2. To secure and provide all necessary permission from occupants, whose possessory rights may be disturbed, prior to engaging in any preparatory construction or maintenance work, and to Mountain Bell's construction or maintenance work.
3. When the space above the suspended ceiling is used for an air plenum, to provide access through and seals to the zone barriers, consistent with the applicable building codes.

4. That the special type of construction providing for concealed communications equipment and cables in suspended ceilings as contemplated herein is different from that determined as being required by Mountain Bell, and generally involves excessive costs.
5. That Mountain Bell may refuse to place or maintain communications equipment and cables in any manner or location which, in its opinion, will violate safety standards and practices.
6. That Mountain Bell will not be responsible for any damage to suspended ceilings, occasioned by its placing, maintenance, operation, servicing or removal of concealed communications equipment and cables in pursuance of this agreement.
7. To be responsible for payment to Mountain Bell for all overtime work expenses and for any and all other unusual expenses incurred by it, and charges in accordance with applicable, effective tariffs, necessitated by using the suspended ceiling space, and special or unusual working conditions and hours necessitated by request of the Owner, or the required necessary maintenance of the equipment and cables.
8. That the applicable, effective tariff provisions will be applicable.

*Enrico Processing Machinery Division  
Envirotech Corporation  
F. J. Weems*  
\_\_\_\_\_  
Owner

STATE OF UTAH

COUNTY OF Salt Lake } SS

On the 31st day of March, A.D. 1972, personally appeared before me F. J. Weems, the signer of the above instrument, who duly acknowledged to me that (he) or (she) executed the same.

WITNESS my hand and official seal this 31st day March.

My commission expires 1-6-75.

Rose  
Notary Public

Recorded MAY 8 1972 at \_\_\_\_\_  
Request of M. S. T. & T.  
Fee Paid JERADEAN MARTIN  
Recorder, Salt Lake County, Utah  
\$ 3.00 By [Signature] Deputy  
Date \_\_\_\_\_

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