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MOUNTAIN BELL  
CONCEALED COMMUNICATIONS WIRING AGREEMENT  
COVERING THE USE OF LAY-IN SUSPENDED CEILINGS  
IN BUILDINGS WITH "POKE THROUGH" DESIGN

RW UB-012

BUILDING \_\_\_\_\_ DATE June 11, 1973

STREET ADDRESS 358 Denver Street COUNTY Salt Lake

CITY AND STATE Salt Lake City, Utah

LEGAL DESCRIPTION:

Beginning 39 feet South and 12 feet East of the Northwest corner of Lot 3, Block 37, Plat "B", Salt Lake City Survey; thence running East 128 feet to the West line of Denver Street; thence South and parallel to the said street 80 feet; thence West 128 feet to the East line of a 12 foot right of way abutting the property on the West; thence North 80 feet to the point of beginning.

A. To induce The Mountain States Telephone and Telegraph Company, a Colorado corporation (Mountain Bell), 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 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 as follows:

1. To provide access to and the use of such space above the suspended ceilings 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 locate and provide holes in partitions and floors as required, and to add all necessary fire-stops after communications equipment and cables are placed or removed.
3. To obtain any required permission from occupants, whose possessory rights may be disturbed, prior to engaging in any preparatory construction or maintenance work, and prior to Mountain Bell's construction or maintenance work. Mountain Bell shall notify Owner of any work which will or may be likely to disturb the possessory interests of any building occupant, giving Owner sufficient time to obtain such permission in advance of the time when the work is to be performed.

Recorded JUL 2 1973 at 10:00 A m.  
 Request of MOUNTAIN BELL  
 Fee Paid JERVADEAN MARTIN  
 Recorder, Salt Lake County, Utah  
 \$ 3.00 By [Signature] Deputy  
 Ref. \_\_\_\_\_

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4. To be responsible for payment to Mountain Bell for all overtime work expenses and for all other unusual expenses and charges in accordance with applicable tariffs, which are incurred because of the necessity of using the suspended ceiling space, or because of other special working conditions or hours necessitated by request of the Owner. Mountain Bell shall advise or confirm to the Owner in writing any such expenses which it incurs.
5. To provide access through and seals to the zone barriers, consistent with the applicable building codes, when the space above the suspended ceiling is used for an air plenum.
6. If the space above a suspended ceiling is to be used for communications equipment and cables servicing the floor above, to locate and provide holes in the floor where necessary, and pay all expenses incurred in connection therewith. The Owner, in such cases and in any other case where Owner provides holes for Mountain Bell hereunder, assumes all responsibility and liability for damages resulting from the use of any and all such holes by Mountain Bell, except damage caused by negligence of Mountain Bell employees.

B. It is further understood and agreed by the Owner in connection with any communication equipment or cables of Mountain Bell in the above described building:

1. That Mountain Bell may refuse to place or maintain communications equipment and cables in any manner or location which will violate safety standards or practices.
2. 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, except damage caused by negligence of Mountain Bell employees.
3. That the applicable tariff provisions of Mountain Bell in the state in which the building is located will be applicable to all communications facilities furnished.

~~ACKNOWLEDGMENT BY STATE:~~

WITNESS: Owen B. Gaisford

H. N. Williamson  
Owner

~~State of~~  
~~County~~

} ss  
State of Utah  
County of SALT LAKE

On this 11th day of JUNE, A.D. 1972, before me personally appeared OWEN B. GAISFORD personally known to me to be the same person whose name is subscribed to the above instrument as a witness thereto, who, being by me duly sworn, deposes and says that he resides in SALT LAKE CITY, County of SALT LAKE and State of Utah; that he was present and saw H. N. WILLIAMSON, personally known to him to be the Signor of the above instrument as part thereto, sign and deliver the same, and heard H. N. WILLIAMSON acknowledge that he executed the same, and that he, the deponent, thereupon signed his name as a subscribing witness thereto, at the request of the said H. N. WILLIAMSON.

Charles A. Gibson  
Notary Public in and for the  
County of SALT LAKE

