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W-1-3545

Recorded OCT 11 1968 at M.I.A.
Request of *Mrs. Betty Bagley*

BOOK 2698 PAGE 449

HAZEL TAGGERT CHASE
Recorder, Salt Lake County, Utah
\$ 4.20 By *Mrs. Ann* Deputy
Book..... Page..... Ref.....

SPECIAL WARRANTY DEED

ZIONS SECURITIES CORPORATION, a Utah corporation, Grantor, hereby conveys and, to the extent herein provided, warrants to THE MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY, a Colorado corporation qualified to do business in the State of Utah, Grantee, for the sum of One Hundred Dollars (\$100.00), and other good and valuable considerations, the following described tract of land situate in Salt Lake County, State of Utah, to-wit:

Beginning at a point which is North 156.55 feet and East 1927.00 feet from U. S. Government Monument No. 5 in Fort Douglas, Utah, said monument being 3962.31 feet South and 2453.80 feet, more or less, East from the Northwest corner of Section 4, Township 1 South, Range 1 East, Salt Lake Base and Meridian, said point of beginning being also South 822.18 feet and East 164.25 feet from University of Utah Monument "U-24" and running thence North 55° 44' 30" East 32.00 feet; thence South 58° 18' 46" East 378.60 feet; thence South 46° 24' West 204.99 feet; thence North 31° 50' 52" West 379.34 feet to the point of beginning;

Together with easements and right of way in, over and upon the following described tract of land, to-wit:

Beginning at the Southeast corner of the above described tract which southeast corner is located at a point East 2275.61 feet and South 24.32 feet from the U. S. Government Monument No. 5 in Fort Douglas, Utah; said Monument being 3962.31 feet South and 2453.80 feet more or less East from the Northwest corner of Section 4, Township 1 South, Range 1 East, Salt Lake Base and Meridian and running thence North 58° 18' 46" West 40 feet; thence North 46° 24' East 33 feet; thence South 58° 18' 46" East 40 feet; thence South 48° 18' 04" East 216 feet more or less to the Westerly line of Wasatch Drive; thence Southwesterly along said line 33 feet; thence North 48° 18' 04" West 216.35 feet to the point of beginning.

Said easements and right of way being for uses

and purposes more particularly identified as follows:

(a) Within the southwesterly twelve feet of the tract of land last hereinabove described Grantee and its associated and allied corporations, their respective successors, grantees and assigns, shall have and enjoy the perpetual right and easement to construct, operate, maintain, replace, reconstruct, enlarge, improve, repair and remove (1) underground pipes, mains and facilities for sewer, water and gas, and (2) such underground communication line facilities as Grantee and said associated and allied corporations may from time to time require consisting without limitation of (i) underground cables, underground wires, conduits, manholes, drains and splicing boxes, (ii) testing terminals located on the surface or underground, and (iii) other appurtenances upon, over, under and across said twelve-foot strip; together with the right to place within and upon said twelve-foot strip location markers on the surface for said underground facilities; to clear and keep cleared all trees, roots, brush and other obstructions from the surface and subsurface of said twelve-foot strip without Grantee being obligated to do so and to permit other corporations to use trenches jointly with Grantee; it being agreed hereby that should Grantee relocate its right of way as provided in the following subparagraph (b) hereof that Grantor shall have the right to use said twelve-foot strip of land for all purposes not inconsistent with the rights herein granted, but Grantor covenants that no structure shall be erected or permitted on said twelve-foot strip and that the said strip shall not be used in any manner which will interfere with or damage the sewer, water, gas or communication facilities installed pursuant to this grant or interfere with the maintenance, repair or replacement of said facilities.

(b) Over and upon the 33-foot tract of land last above described Grantee shall have and enjoy a perpetual right of way for the passage of vehicles and pedestrians; and Grantee for itself, its successors and assigns, covenants and agrees with Grantor that if and when there shall be conveyed to Grantee a good and valid perpetual right of way equally wide and convenient for ingress to and egress from the premises first above described Grantee will accept conveyance of such relocated right of way and will relinquish the right of way herein granted for vehicles and pedestrians; it being an express provision of this conveyance that the foregoing covenant for relocation of right of way shall in no manner affect or impair the perpetual easement rights within the twelve-foot strip as set forth in the foregoing paragraph (a) hereof.

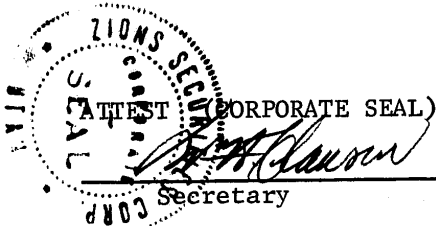
The warranty herein of Grantor shall extend to the

claims and demands of persons claiming by, through or under Grantor and not otherwise.

IN WITNESS WHEREOF, Grantor Zions Securities Corporation has caused this instrument to be signed by its authorized officer and its duly attested corporate seal to be hereunto affixed this 9 day of October, 1968.

ZIONS SECURITIES CORPORATION

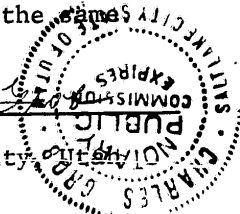
By Graham H. Doxey
Vice President



STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

On the 9 day of October, 1968, personally appeared before me Graham H. Doxey, who being by me duly sworn did say that he is the ^{Vice} President of Zions Securities Corporation, that the above instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors and the said Graham H. Doxey acknowledged to me that said corporation executed the same

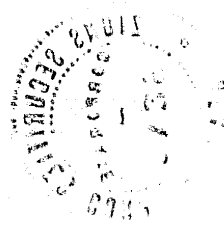
Charles J. [Signature]
Notary Public
Residing at Salt Lake City



My Commission Expires:

My Commission Expires April 23, 1970

SECRET



Plotted _____
Indexod _____ Grantor _____
Photo _____ Grantor _____
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