

Mountain States Tel & T Co.
70 S. St.
St. C.

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AGREEMENT AND MUTUAL GRANTS OF EASEMENTS

UTAH JAMES OLSEN
COUNTY RECORDER
BY *James Laughlin*

THIS AGREEMENT AND MUTUAL GRANTS OF EASEMENTS, made

this 15th day of November, 1968, by and between THE MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY, a corporation, First Party, herein termed "Telephone Company", and UTAH POWER & LIGHT COMPANY, a corporation, Second Party, herein termed "Power Company",

WITNESSETH THAT:

WHEREAS, Telephone Company is the owner in fee with other contiguous premises, of the following described tract of land situate in Weber County, State of Utah, to-wit:

LHSS-010-10

A part of Lot 8, Block 12, Plat "A", Ogden City Survey: Beginning at the Northeast corner of Lot 8; running thence South 187 feet; thence West 62 feet; thence North 18 feet; thence East 10 feet; thence North 169 feet; thence East 52 feet to the place of beginning.

and

WHEREAS, Power Company is the owner in fee of the following described tract of land situate in Weber County, State of Utah, to-wit:

2400-010-10

Beginning at the Northwest corner of Lot 9, Block 12, Plat "A", Ogden City Survey, thence South 330 feet, thence East 81 feet, thence North 330 feet, thence West 81 feet to the place of beginning,

and

WHEREAS, a joint twelve-foot wide right of way, enjoyed by the parties and others is located upon the east six feet of Telephone Company property and the west six feet of Power Company property above described, and

WHEREAS, Telephone Company is constructing a building

upon its above described premises and it is to the mutual benefit and advantage of the parties to provide power for such building and the operation of facilities to be installed therein by Telephone Company, and

WHEREAS, in connection with the furnishing of such power it is necessary to construct an underground power transformer vault and to provide for drainage from the general area by means of an underground pipe, and

WHEREAS, the parties hereto have determined upon the location of said underground vault and the routing of such drain pipe, said vault being located largely upon the premises of Telephone Company and said drain pipe being routed around the vault partially under Power Company property, and

WHEREAS, the parties desire to provide for the construction, operation and maintenance of the said facilities and to grant of appropriate easement right in connection therewith,

NOW, THEREFORE, between the parties for the accomplishment of such purposes, the following agreement and grants are made:

1. The underground power transformer vault shall be located beneath the surface of the following described premises:

Commencing at the point which is 136 feet 4 inches South and 1.63 feet East from the Northeast Corner of Lot 8, Block 12, Plat "A", Ogden City Survey, and running thence South 26 feet; thence West 15 feet; thence North 26 feet; thence East 15 feet to the point of beginning.

The area under which the drainage pipe shall be routed around the vault and within Power Company property, hereinafter

referred to as "Drainage Area", is described as follows:

Commencing at a point 130.33 feet South from the Northeast Corner of said Lot 8 and running thence East 8.00 feet; thence South 38 feet; thence West 8.00 feet; thence North 6 feet; thence East 1.63 feet; thence North 26 feet; thence West 1.63 feet; thence North 6 feet to the point of beginning.

The location of said underground transformer vault and said drainage area are shown upon the print attached to and made a part of this instrument.

2. Power Company grants to Telephone Company a perpetual right and easement to construct, reconstruct, operate and maintain an underground transformer vault upon that portion of Power Company premises described as follows:

Commencing at a point 136 feet 4 inches South from the Northeast Corner of said Lot 8 and running thence East 1.63 feet; thence South 26 feet; thence West 1.63 feet; thence North 26 feet to the point of beginning.

3. Power Company grants to Telephone Company a perpetual right and easement to construct, reconstruct, operate and maintain a drainage pipe or pipes within and underneath the surface of the drainage area in Paragraph 1 above described.

4. Telephone Company grants to Power Company a perpetual right and easement from time to time to enter into said vault and therein to install, remove, repair, inspect and service its transformers, property and equipment located and to be located therein and to make all necessary connections of its wires and cables to such equipment and facilities. Telephone Company also grants to Power Company a perpetual easement for its authorized personnel to pass over and upon the surface of Telephone Company property contiguous to said

vault in order to gain ingress to and egress from the same.

5. Telephone Company at its sole cost and expense will discharge all costs for the construction, maintenance and repair of said vault and the bus bars and related equipment of Telephone Company located therein. Ownership of such vault shall be in Telephone Company and any taxes arising from the ownership of said vault and the ownership of said bus bars and related equipment shall be paid by Telephone Company.

6. Power Company shall own, install, maintain and repair all other equipment and facilities which may be located in said vault and will pay all taxes arising from such ownership.

7. In the construction of said vault and in the installation of the drain pipe or pipes in the drainage area, Telephone Company will be under the necessity of breaking the surface of the area involved in such construction. Telephone Company shall restore the surface of the area broken or disturbed by such construction and shall be obligated to restore and maintain such surface in the event of breakage or damage thereto arising from the continued existence of the said vault or pipes within the storage area. If in the maintenance, repair or installation of any facilities it shall be necessary for Telephone Company to break or disturb the surface of either such areas, Telephone Company shall restore such surface damage. In connection with such construction it is recognized by the parties that surface use of such right of way must be interrupted and Power Company will permit temporary

use of a portion of its premises adjoining the construction site to detour such right of way traffic. Any damage to the premises of Power Company occasioned by such detour of traffic shall be restored by Telephone Company.

8. This agreement and the grants herein made shall be binding upon and inure to the successors and assigns of the parties.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed by their duly authorized officers the day and year first above written.

ATTEST: (CORPORATE SEAL)

THE MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY

[Signature]
Assistant Secretary

By [Signature]
Its Vice President - Operations

ATTEST: (CORPORATE SEAL)

UTAH POWER & LIGHT COMPANY

[Signature]

By [Signature]
Its _____

STATE OF COLORADO)
COUNTY OF DENVER)

: ss.

[Signature]
APPROVED
[Signature]

On the 15th day of November, 1968, personally appeared before me R. K. Timothy, who being by me duly sworn did say; he is the Vice President - Operations of THE MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY, that the above instrument was signed in behalf of said corporation by authority and the

said R. K. Timothy acknowledged to me that said corporation executed the same.

My Commission Expires: July 31, 1969

[Signature]
Notary Public
Residing at: Denver, Colorado

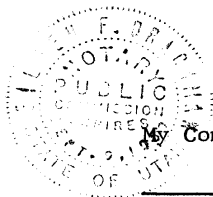
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APPROVED *Nov 13, 1968*
AS TO FORM.....
LAW DEPARTMENT
MOUNTAIN STATES TEL. & TEL. CO.
BY *J. Mitchell Benedict*

BY.....
MOUNTAIN STATES TEL. & TEL. CO.
LAW DEPARTMENT
ST. PETERSBURG, FLORIDA

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

On the 28 day of October, 1968, personally
appeared before me E. A. Hunter, who being by me
duly sworn did say; he is the Vice-President of
UTAH POWER & LIGHT COMPANY, that the above instrument was
signed in behalf of said corporation by authority and the said
E. A. Hunter acknowledged to me that said
corporation executed the same.



Eileen F. Marchman
Notary Public
Residing at Salt Lake City, Utah

Commission Expires:
9/9/69

BLOCK 12
PLAT "A"
OGDEN CITY SURVEY

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