

Mort. V.R. Colby, R/W Agent
American Tel. & Tel. Co.
136 E. 80 Temple, Rm 1025
S.L.C. 84111

BOOK 946 PAGE 603

APPROVED

J. T. Lewis
Right of Way Supervisor

\$100.00 Received of the AMERICAN TELEPHONE AND TELEGRAPH COMPANY OF WYOMING

One Hundred & 00/100 Dollars, in consideration of which the undersigned hereby grant(s) and convey(s) unto said Company, its associated and allied companies, its and their respective successors, assigns, lessees and agents, a right of way and easement to construct, operate, maintain, replace and remove such communication systems as the grantees may from time to time require, consisting of underground cables, wires, conduits, drains and splicing boxes and surface testing--terminals, repeaters, repeater housings and markers, manholes and other appurtenances, upon, over and under a strip of land twenty feet wide across the land which the undersigned own(s) or in which the undersigned have (has) any interest in Weber County Road Rights-of-Way, as referenced in the attachments hereto and to be made part of this grant are as follows:

RD 22; 4000 North Street
Sections 14 and 21, Township 7 North
Range 2 West of S.L.B.&M.

RD 23; 3300 North Street
Sections 23 and 26, Township 7 North,
Range 2 West of S.L.B.&M.

RD 25; 1900 North Street
Sections 35 and 2, Townships 6 and 7 North,
Range 2 West of S.L.B.&M.

AR 10; 1900 North Street - Typical Turnout Per WA25257
Sections 2, Township 6 North,
Range 2 West of S.L.B.&M.

RD 27; Pioneer Road
Section 10 Township 6 North
Range 2 West of S.L.B.&M.

RUTH MEAMES OLSEN
WEBER COUNTY RECORDER
JEFUTY CLARK

AMERICAN TEL & TEL CO
REC'D AUG 4 AM 9 24

538375 \$115.00

Plotted Indexed
Recorded Abstracted
Compared Page

County of Weber, and State of UTAH, together with the following rights: Of ingress and egress over and across the lands of the undersigned to and from said strip for the purpose of exercising the rights herein granted; to place surface marker beyond-said strip; to clear and keep cleared all trees, roots, brush and other obstructions from the surface and subsurface of said strip and during construction periods to clear and use additional areas as required on each side of said strip; and to install gates and stiles in any fences crossing said strip. The boundaries of said twenty feet wide strip shall be lines parallel to and ten feet on each side of the first cable laid, which cable shall have its location indicated upon surface markers set at intervals on the land of the undersigned, or on adjacent lands. The undersigned for it self(f) (yes), its, successors and assigns, hereby covenant (s) that no structure shall be erected or permitted on said strip. The grantees agree that the said cables shall be buried a minimum of 4 feet in depth in order not to interfere with the ordinary maintenance and operation of said county roads and to pay for damage done to fences and county roads damaged in the course of the construction and maintenance activities associated with the aforesaid systems.

The foregoing Grant is subject to the following conditions:

FIRST. The work of constructing, altering and maintaining of the Facility shall be prosecuted and completed in a good and workmanlike manner at the sole expense of the Grantee and under the supervision of, and to the satisfaction of, the County Highway Superintendent. Such work of construction, alteration and maintenance of the Facility shall be done in such a manner as to in no way interfere with the use, operation and maintenance by the County of a county highway for county highway purposes, and in such manner as to in no way endanger the general public in its use of said county highway right of way.

SECOND. The said Grantee shall give to the County Highway Superintendent at least ten days notice, in writing, before entering upon the county highway right of way for the purpose of the construction or alteration of the Facility or to make necessary repairs, except in case of genuine emergency requiring immediate repair, then in the event, the Grantee shall notify the County Highway Superintendent via telephone or telegraph and immediately enter upon the highway right of way and make the necessary repairs.

THIRD. The said Grantee hereby assumes all liability for and agrees to pay for all loss of property or damage to property or injury to or death of persons, including all costs and expenses incident thereto, arising wholly or in part from or in connection with the existence of construction, alteration, maintenance, repair, renewal, reconstruction, operation, use or removal of said Facility, or any defect therein or failure thereof, causing same or contributing in any manner to the loss of or damage such property or the injury to or death of any person. And the said Grantee shall for ever indemnify Weber County, and the Board of County Commissioners of Weber County, or either of them, against and save them harmless from all liability for any such loss, damage, injury or death, including the costs and expenses incident thereto.

FOURTH. The County reserves the right to use, occupy and enjoy its right of way for a county highway and for county highway purposes, in such manner and such times as it shall desire, the same as if this instrument had not been executed by it. If any such use shall at any time necessitate any change in the location or manner of use of said Facility, or any part thereof, such change or alteration shall be made by the Grantee and at the sole expense of said Grantee.

Signed and sealed this 23rd day of June, 1970, at Ogden, Utah

ATTEST:

BY: Warren Hansen
Weber County Clerk
Bryce Jensen Chief Deputy

COUNTY OF WEBER, STATE OF UTAH

(Seal) BY: Albert L. Bort (Seal)
Chairman
Board of County Commissioners

Paid by Field Draft Number
1000

STATE OF UTAH)
) ss.
County of Weber)

On the 23 day of June, A.D., 1970, personally appeared
before me Jerry E. Jensen and Albert L. Bort

the signers of the above instrument, who duly acknowledged to me that they
executed the same.



My commission expires 23 day of

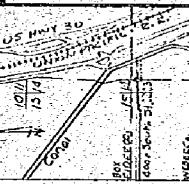
Donna Adam
Notary Public

Residing at Ogden, Utah

June, 1970.

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ISSUE 2



4000 North St
Irrigation Ditch (Aspinwall)

110'

BRI ELEV. 1000.0 HUB 10.5' NW of BRI

14

Horiz : 1" = 20'

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Proposed Crossing of

4000 NORTH STREET

Sta. 86+259 to Sta. 86+325

Section 14 & 21 T7N R2W

Weber County, Utah

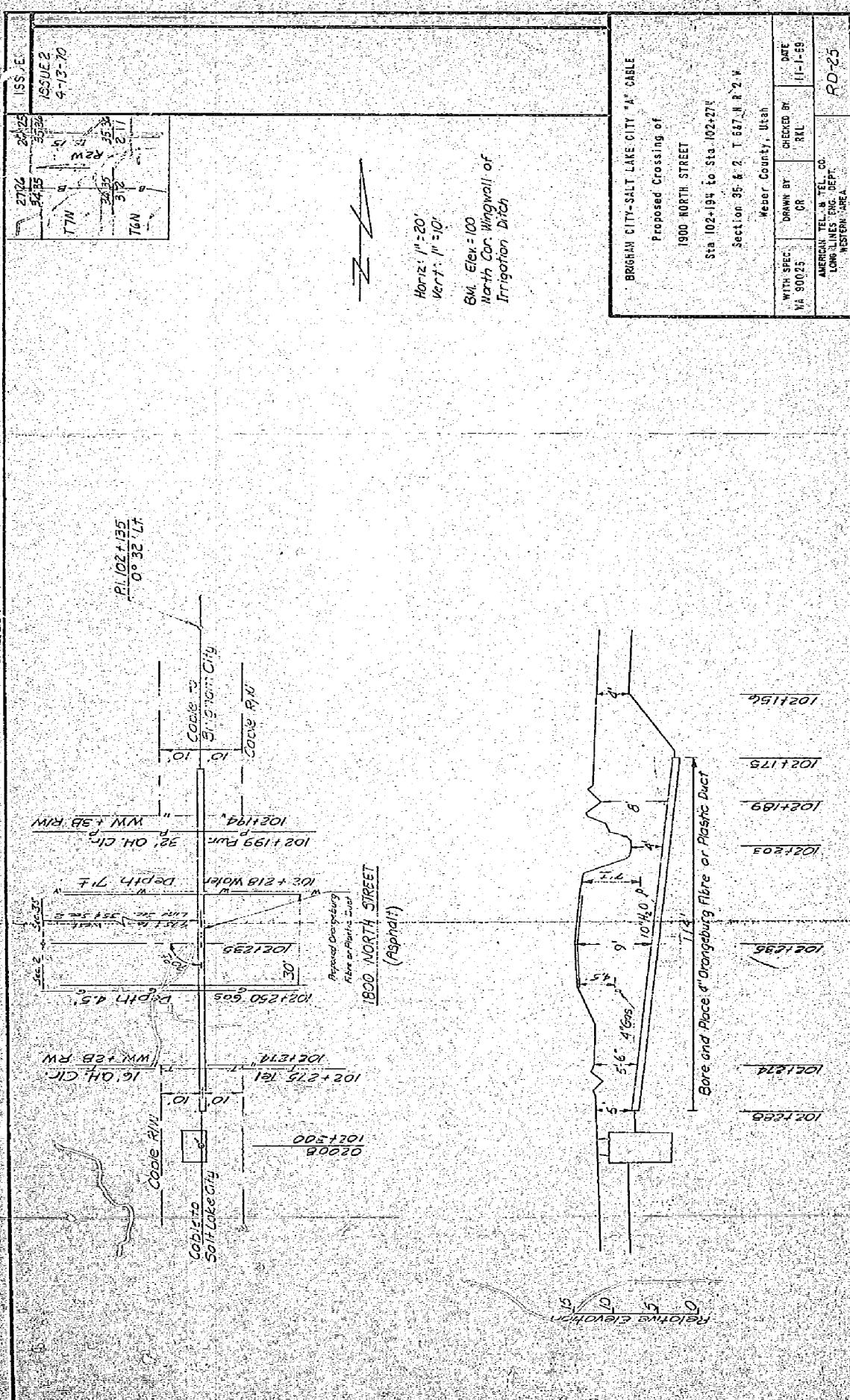
DRAWN BY DEJ CHECKED BY RKL

INT'L. & TEL. CO.
CINES ENG. DEPT.

WESTERN AREA

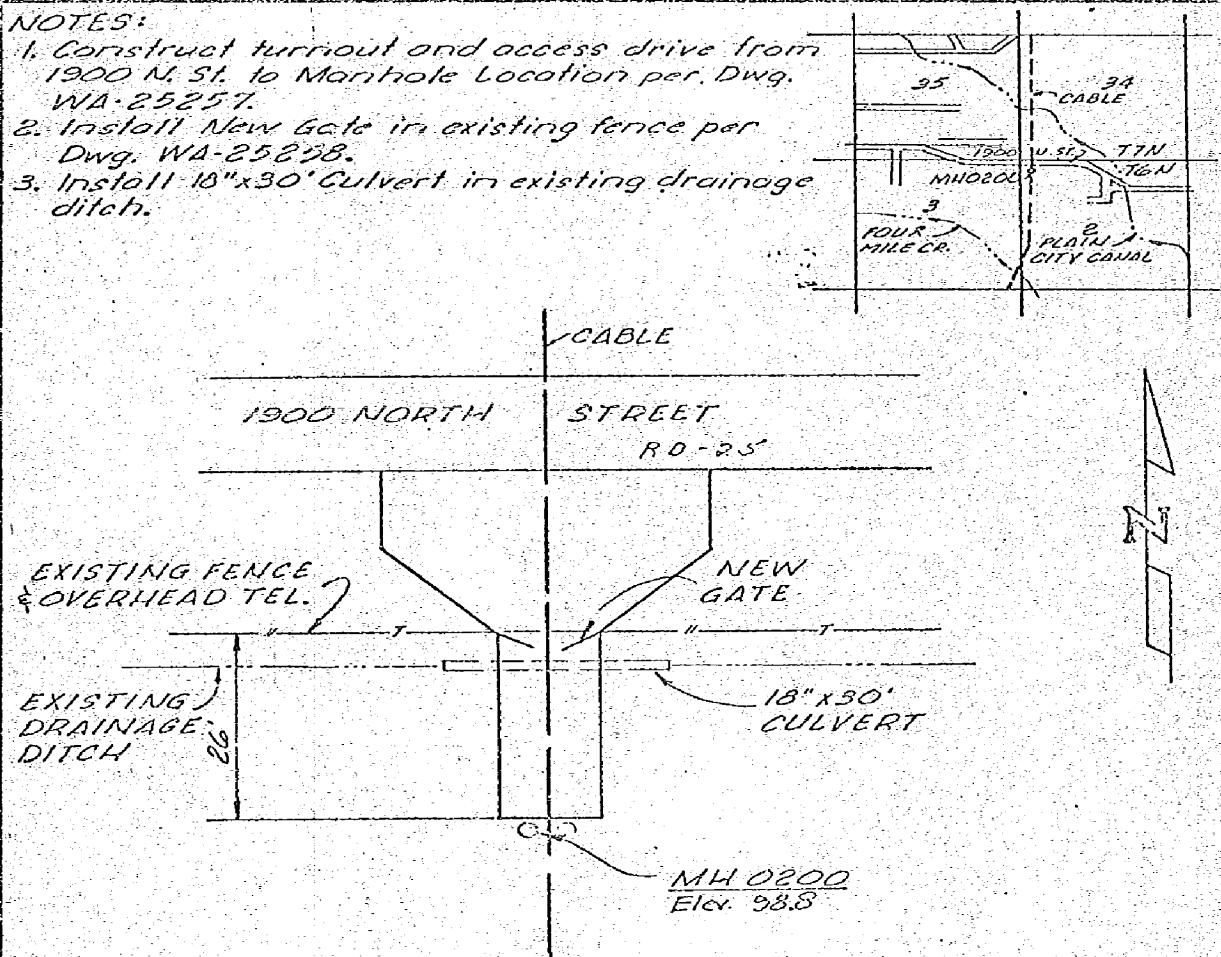
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BOOK C46 NO. 607



NOTES:

1. Construct turnout and access drive from 1900 N. St. to Manhole Location per. Dwg. WA-25257.
2. Install New gate in existing fence per Dwg. WA-25258.
3. Install 18"x30' Culvert in existing drainage ditch.



BM = 100.0 West edge Can. Hdw.
39.4' Lt. Sta. 102+259

OWNER: Shoemaker, Clarence & Clara

NO SCALE

1S

| ISSUE | ENG | J.C.B. | DATE | DESIGN |
|-------|-----|--------|---------|--------|
| | | 1 | 1/17/65 | |

BRIGHAM CITY-SALT LAKE CITY
'A' CABLE

MANHOLE 5239-0200-E1B
AREA 51295 STATION 102+300
SEC 6 TGN R2 W
WEBER COUNTY, UTAH

AMERICAN TEL. & TEL. CO.
LONG LINES DEPARTMENT
WESTERN AREA

AR-10

