

1349881

RIGHT OF WAY AND EASEMENT GRANT

BONNEVILLE ON THE HILL COMPANY, a corporation of the State of Utah, Grantor, does hereby give, grant and convey to the MOUNTAIN FUEL SUPPLY COMPANY, a corporation of the State of Utah, Grantee, its successors or assigns, for the sum of Two Dollars (\$2.00) and other good and valuable considerations, receipt of which is hereby acknowledged, a right of way and easement eight (8) feet in width to lay, maintain, operate, repair, inspect, protect and remove and replace a pipe line, valves and other gas distribution facilities through and across the following described land and premises situated in Salt Lake County, State of Utah, to-wit:

The land of the Grantor, Bonneville on the Hill Company, situated in Section Thirty-Three, Township One North, Range One East, Salt Lake Base and Meridian, the center line of said right of way and easement to extend through and across the above described land and premises as shown by red line on the attached Mountain Fuel Supply Company drawing No. 3313 referred to and incorporated herein by reference.

TO HAVE AND TO HOLD the same unto the said Mountain Fuel Supply Company, its successors and assigns, so long as said right of way is used for the above purposes. Together with a right of ingress to and egress from said right of way.

The Grantor hereby reserves the right to fully use the premises hereby granted for any and all purposes and if at any time the use of the premises by the Grantor shall interfere with the rights herein granted to the Grantee, then the Grantee shall at its own cost and expense remove such pipe line or relocate the same at some other location designated by the Grantor, which location may be through the private property of the Grantor or upon some street or right of way and may be by a less direct route than herein provided. By acceptance of this right of way grant the Grantee agrees that upon removal or relocation of said pipe line the Grantee will quitclaim to the Grantor all rights acquired by this document. The Grantor agrees that in the event it shall request such relocation that it will provide the Grantee with the necessary right of way whether it be through Grantor's property or upon an adjacent street or otherwise.

This right of way grant shall be binding upon and inure to the benefit of the successors and assigns of the Grantor and the successors and assigns of the Grantee.

IN WITNESS WHEREOF the Grantor has caused its corporate name and seal to be hereunto affixed this 29th day of October, 1953.



BONNEVILLE ON THE HILL COMPANY

By Blair Richardson
Blair Richardson, President

James E. Hogle
James E. Hogle, Secretary

STATE OF UTAH)
) SS.
COUNTY OF SALT LAKE)

On the 29th day of October, 1953, personally appeared before me Blair Richardson and James E. Hogle, who being duly sworn, did say that they are the President and Secretary, respectively, of Bonneville on the Hill Company, and that the foregoing instrument was signed on behalf of said corporation by authority of a resolution of its Board of Directors, and said Blair Richardson and James E. Hogle acknowledged to me that said corporation duly executed the same.

[Signature]
Notary Public
Residing at Salt Lake City

My commission expires: _____



Recorded NOV 5 1953 at 11:37 a.m.
Request of MOUNTAIN FUEL SUPPLY CO.
Fee Paid. Hazel Taggart Chase,
Recorder, Salt Lake County, Utah
\$ 1.90 By [Signature] Deputy
Book 1045 Page 261 Ref. _____

