

1423807

Recorded APR 29 1955 at 9:27 a.m.
 Request of Salt Lake Pipe Line - Box 117 S.L.C.
 Fee Paid. Hazel Taggart Chase, RSL Comm 6.75
 Recorder, Salt Lake County, Utah
 \$ 4.60 By W. J. Wenden Deputy
 Book 1191 Page 152 Ref. _____

FOR AND IN CONSIDERATION of the sum of \$1.00 to the undersigned in hand paid and other good and valuable consideration, the receipt whereof is hereby acknowledged, NORTHCREST, INC. of the County of Salt Lake, State of Utah, hereinafter called "Grantor," does hereby grant, convey and warrant to SALT LAKE PIPE LINE COMPANY, a Nevada Corporation, hereinafter called "Grantee," the right of way from time to time to erect, install, maintain, operate, repair, renew, add to and remove telegraph, telephone or power lines and appurtenances thereof on a single line of poles, or underground as Grantee from time to time and place to place may elect, with the right of ingress and egress to and from the same, over and through, under or along that certain parcel of land situate in Salt Lake County, State of Utah, and described as follows, to-wit:

A strip of land 10 feet wide, the center line of which is described as follows: Beginning at the northwest corner of Lot 4, Block 3 of the proposed Northcrest Subdivision, Plat C in the southwest quarter of Section 29, T1N, R1E, SLB&M, said point being also on the west line of said Section 29 distant thereon 1618.26 feet north of the southwest corner of said section; thence South 180.0 feet to a point called "A", said point being also the southwest corner of Lot 3, Block 3; thence East along the south line of said Lot 3, 151.3 feet to the west line of Hilltop Road of said subdivision; thence South 42° 16' East, 74.33 feet to the southwest corner of Lot 1, Block 2 of said subdivision, on the east line of said Hilltop Road; thence East 108.0 feet to a point called "B", said point being also the southwest corner of Lot 2, Block 2; thence East 723.05 feet to a point called "C", said point being also the northeast corner of Lot 9, Block 2; thence South 57° 52' East 524.45 feet to a point called "D", said point being also the northwest corner of Lot 15, Block 2; thence East 558.46 feet to a point called "E", said point being also the northeast corner of Lot 20, Block 2; thence North 60° 00' East 93.38 feet to a point called "F", said point being also the most northerly corner of Lot 21, Block 2; thence South 55° 00' East, 75.59 feet to the most easterly corner of said Lot 21 on the northwesterly line of 16th Avenue of said subdivision; thence South 88° 07' East 59.69 feet to the southeasterly line of said 16th Avenue at the most westerly corner of Lot 17, Block 1 of said subdivision; thence South 55° 00' East 145.25 feet to the most southerly corner of said Lot 17; thence North 35° 00' East, 100.00 feet to a point called "G", said point being also the most easterly corner of said Lot 17.

Also four strips of land 10 feet wide for guys and anchors, the center lines of which are described as follows:

1. Beginning at said Point "A"; thence south 25.0 feet along the west line of Lot 2, Block 3.
2. Beginning at said Point "C"; thence North 17° 23' East 25.0 feet.
3. Beginning at said Point "D"; thence South 16° 04' West 25.0 feet, along the westerly line of Lot 15, Block 2.
4. Beginning at said Point "E"; thence South 38° East 25.0 feet along the northeasterly line of Lot 20, Block 2.

All as shown in red on Drawing No. B-4667-0 attached hereto and which by this reference is hereby made a part hereof.

Said telephone line shall be constructed underground from said Point "A" to said Point "B" and from said Point "F" to said Point "G" and to be above ground on poles throughout the remaining portions of said route. Provided, however, that in event the power and telephone lines along said strip are located or relocated underground, Grantee will, when so requested, locate or relocate said remaining portions underground, under the same terms of reimbursement as made with the power and/or telephone companies.

For the considerations aforesaid, Grantor further grants to Grantee the right of ingress to and egress from Grantee's right of way on the said lands of Grantor and on adjoining lands by any practicable route or routes across the said lands of Grantor, provided, that Grantee shall, wherever practicable, use said strip of land or existing roads or lanes.

Said lines may, in so far as the interests of Grantor extend therein, be laid, erected, installed and maintained across roads, streets, alleys, ditches and canals that intersect or are adjacent to the described property or are appurtenant thereto.

Grantee shall have the right to remove or trim trees or portions thereof located on or overhanging said strip of land whenever in the opinion of Grantee the same shall be necessary or proper in the exercise of the pole rights herein granted.

Grantor reserves the right to use and enjoy said premises, provided, however, that Grantor shall not construct or maintain the whole or any part of any structure on said strip of land or in any manner impair or interfere with the present or prospective exercise of any of the rights herein granted.

Grantor may maintain or erect boundary fences, but Grantee may cut said fences and install and maintain good and substantial gates which shall be kept locked with a double locked hasp or chain, the Grantor placing his padlock and the Grantee placing its padlock so that each may unlock said gate without hindrance of the other.

Grantee hereby agrees to pay any damages to Grantor's crops, fences or buildings which may be caused by Grantee hereunder; said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by Grantor, one by Grantee, and the third by the two so appointed as aforesaid. The award of such three persons, or any two of them, shall be final and conclusive.

The provisions hereof shall inure to the benefit of and be binding upon the parties hereto, their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, these presents are hereby signed this 25th day of March, 1955.

NORTHCREST, INC.

BY

Rowland H. Merrill
President

Attest:

Bruce G. Smith
Secretary

STATE OF UTAH } ss.
COUNTY OF SALT LAKE

On the 25th day of March, 1955, personally appeared before me

Rowland H. Merrill and Bruce G. Smith

who being by me duly sworn, did say that they are the the President

and the Secretary, respectively, of NORTHCREST, INC., a

Corporation, and that said instrument was signed in behalf of said corporation

by authority of its by-laws (or of a resolution if its Board of Directors)

and said Rowland H. Merrill and Bruce G. Smith

acknowledged to me that said corporation executed the same.



WITNESS MY HAND AND NOTARIAL SEAL.

My Commission expires Sept 21, 1957

A. L. Andersen
Notary Public

Residing at

Salt Lake City, Utah

