

Recorded JUL 2 1958 at 9:38 a.m.  
 Record of Willard Hanson  
 2.20 RMA

1599063

## LICENSE AGREEMENT

26 180 EAST 1ST St.

THIS AGREEMENT, made and entered into this 26 day of June, 1958, by and between MOUNTAIN FUEL SUPPLY COMPANY, a corporation of the State of Utah, hereinafter called "Company", and THOMAS ADD BENNION and NORMA Y. BENNION, his wife, hereinafter called "Licensee";

WHEREAS, Company owns a right of way twenty (20) feet in width in Lot 5, Indian Hills Subdivision Plat "C", and Lot 2, Indian Hills Subdivision Plat "E", Salt Lake County, Utah; and

WHEREAS, Licensee desires to construct and thereafter maintain a cinder block retaining wall across said right of way and a concrete apron adjacent to a swimming pool encroaching upon said right of way;

NOW THEREFORE, it is agreed by and between the parties hereto as follows:

For and in consideration of the covenants and conditions hereinafter mentioned, to be by Licensee kept, observed and performed, and upon the conditions hereinafter stated, the Company hereby grants unto the Licensee the right to construct and maintain said encroachments hereinbefore described; it being hereby stipulated that a waiver by Company of any breach of any of the conditions, covenants and agreements herein contained shall in no way impair the right of the Company to avail itself of any subsequent breach.

The foregoing grant is subject and subordinate to the prior and continuing right and obligation of the Company to use and maintain its entire right of way in the performance of its duty as a natural gas Company, and is also subject to the right and power of the Company to construct, maintain, repair, renew, use, operate, change, modify or relocate any of its facilities along or across any or part of said right of way, all or any of which may be freely done at any time or times by the Company without liability to Licensee or other party for compensation or damages.

The concrete apron around Licensee's pool shall not be constructed on Company's right of way so that said apron at any point is closer than six (6) feet from the pipe line laid within said right of way.

The encroachments of Licensee herein specified shall be constructed and at all times maintained and used in such manner as to cause no interference whatever with the constant, continuous and uninterrupted use of facilities in said right of way by the Company, and nothing shall be done or suffered to be done by Licensee at any time that would in any manner impair the safety thereof.

This license may be cancelled at any time by the Company upon ten (10) days' written notice to the Licensee. Within ten (10) days thereafter, Licensee shall at its sole expense remove all or any part of the encroachments herein specified to the satisfaction of the Company. Company may, if its operations require, remove said encroachments without liability to Licensee.

The terms and conditions of this license shall inure to the benefit of and be binding upon the heirs, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day and year first herein written.

Attest:

MOUNTAIN FUEL SUPPLY COMPANY

SECRETARY

By

J. W. Allen, Vice President

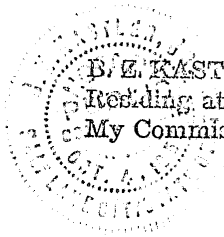
Thomas Add Bennion  
Thomas Add Bennion

Norma Y. Bennion  
Norma Y. Bennion

STATE OF UTAH )  
: ss  
County of Salt Lake )

On the 26<sup>th</sup> day of June, 1958, personally appeared before me J. W. Allen and L. C. OLPIN, who being duly sworn, did say that they are the vice president and SECRETARY, respectively, of Mountain Fuel Supply 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 J. W. Allen and L. C. OLPIN acknowledged to me that said corporation executed the same.

D. E. Kastler, Jr.  
Notary Public



D. E. KASTLER, JR., Notary Public  
Residing at Salt Lake City, Utah  
My Commission Expires Oct. 4, 1959

STATE OF UTAH )  
: ss  
County of Salt Lake )

On the 26<sup>th</sup> day of June, 1958, personally appeared before me Thomas Add Bennion and Norma Y. Bennion, his wife, the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

Lawrence V. Pearson  
Notary Public

My commission expires:

\_\_\_\_\_

Residing at Salt Lake City, Utah

