

RIGHT-OF-WAY AND EASEMENT GRANT

THE STATE OF UTAH)
)
 COUNTY OF UTAH)

KNOW ALL MEN BY THESE PRESENTS:

That J. C. PENNEY PROPERTIES, INC., a Delaware Corporation having its principal office and place of business at 1301 Avenue of the Americas, New York, New York 10019 ("Grantor") for and in consideration of the sum of ONE DOLLAR (\$1.00) and other valuable consideration to it in hand paid by MOUNTAIN FUEL SUPPLY COMPANY, a Utah Corporation ("Grantee"), the receipt of which is hereby acknowledged, grants, sells, transfers, releases and forever quitclaims unto Grantee, its successors and assigns, for the purpose of constructing, maintaining, inspecting, repairing, relocating, replacing and removing underground gas pipe, valves, valve boxes and other gas transmissions and distribution facilities (collectively "Facilities") to be constructed therein, a right-of-way easement sixteen (16) feet in width, through and across land owned by Grantor, situated in the ^{SE} $\frac{1}{4}$ of Section 23 and in the ^{NE} $\frac{1}{4}$ of Section 26, Township 6 South, Range 2 East, Salt Lake Basin and Meridian, Utah County, Utah, the center line of which right-of-way easement is described as follows:

Beginning at a point on the East line of Grantor's property said point being 6.28 feet South and 534.93 feet West from the Southeast corner of said Section 23, thence North 89°18' West 244.01 feet, thence South 04°02' West 272.85 feet, thence North 85°58' West 252 feet, more or less, to the West line of Grantor's property.

TO HAVE AND TO HOLD the easement granted hereby, together with all the rights and appurtenances thereto in anywise belonging unto the Grantee, its successors and assigns forever.

IT BEING EXPRESSLY UNDERSTOOD AND AGREED by and between Grantor and Grantee that (i) if the Facilities or any part thereof to be installed in any easement granted hereby shall ever be discontinued or no longer utilized, said easement shall, to the extent that it contains such discontinued Facilities, be extinguished and title thereto shall revert to Grantor or the then owner of the property covered by said easement, (ii) Grantee, and its agents, may enter upon the property of Grantor for the purpose of constructing, maintaining,

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Beginning at a point on the East line of Grantor's property said point being 6.28 feet South and 534.93 feet West from the Southeast corner of said Section 23, thence North $89^{\circ}18'$ West 244.01 feet, thence South $04^{\circ}02'$ West 272.85 feet, thence North $85^{\circ}58'$ West 252 feet, more or less, to the West line of Grantor's property.

TO HAVE AND TO HOLD the easement granted hereby, together with all the rights and appurtenances thereto in anyway belonging unto the Grantee, its successors and assigns forever.

IT BEING EXPRESSLY UNDERSTOOD AND AGREED by and between Grantor and Grantee that (i) if the Facilities or any part thereof to be installed in any easement granted hereby shall ever be discontinued or no longer utilized, said easement shall, to the extent that it contains such discontinued Facilities, be extinguished and title thereto shall revert to Grantor or the then owner of the property covered by said easement, (ii) Grantee, and its agents, may enter upon the property of Grantor for the purpose of constructing, maintaining,

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repairing, relocating, replacing and removing the Facilities, provided, however, that Grantee shall, in each such case restore the property affected thereby to as good or better condition as existed prior to Grantee's entry, (iii) Grantor shall have the right to use the land which is covered by the easement granted hereby in any manner that it deems fit provided that such use does not interfere with or adversely affect the Facilities to be installed therein and provided further that no permanent structure (other than paving) shall be placed upon any such land, and (iv) Grantor shall have the right to relocate, at its sole cost and expense, any of the Facilities which may be installed in the easement granted hereby, if such relocation shall be necessary in connection with the improvement by Grantor of its property, and in such a case the particular easement granted hereby for such relocated Facilities shall expire and shall be supplanted by a new easement, which shall be given by Grantor, covering the land under which such Facilities shall have been relocated.

IN WITNESS WHEREOF, Grantor has executed this Right-Of-Way and Easement Grant in the City, County and State of New York on this 30th day of May, 1972.

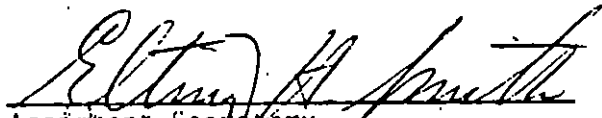
J. C. PENNEY PROPERTIES, INC.

By:


Vice President



ATTEST:


Assistant Secretary

BOOK 1282 PAGE 570

repairing, relocating, replacing and removing the Facilities, provided, however, that Grantee shall, in each such case restore the property affected thereby to as good or better condition as existed prior to Grantee's entry, (iii) Grantor shall have the right to use the land which is covered by the easement granted hereby in any manner that it deems fit provided that such use does not interfere with or adversely affect the Facilities to be installed therein and provided further that no permanent structure (other than paving) shall be placed upon any such land, and (iv) Grantor shall have the right to relocate, at its sole cost and expense, any of the Facilities which may be installed in the easement granted hereby, if such relocation shall be necessary in connection with the improvement by Grantor of its property, and in such a case the particular easement granted hereby for such relocated Facilities shall expire and shall be supplanted by a new easement, which shall be given by Grantor, covering the land under which such Facilities shall have been relocated.

IN WITNESS WHEREOF, Grantor has executed this Right-Of-Way and Easement Grant in the City, County and State of New York on this 30th day of May, 1972.

J. C. PENNEY PROPERTIES, INC.

By:

J. P. Sear
Vice President



ATTEST:

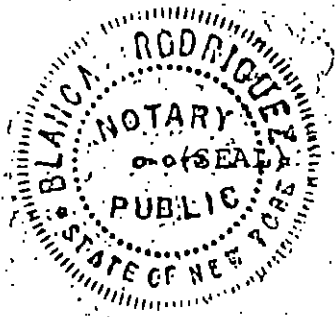
Elton A. Smith
Assistant Secretary

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STATE OF NEW YORK)
COUNTY OF NEW YORK) .ss.:

On this the 6th day of June, 1972, before me, the undersigned officer, personally appeared F. E. SEARS, who acknowledged himself to be the Vice President of J. C. PENNEY PROPERTIES, INC., a corporation, and he as such Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Vice President.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Blanca Rodriguez
Notary Public

BLANCA RODRIGUEZ
NOTARY PUBLIC, State of New York
No. 24-4500425
Cert. filed in New York County
Qualified in Kings County
Term Expires March 30, 1973

BOOK 1282 PAGE 571

10519

RECORDED AT THE REQUEST OF
MOUNTAIN VIEW SUPPLY

BOOK _____ PAGE _____

1972 JUL 17 09:11:11

NINA B. FIELD
STAFF CLERK
DEPUTY CLERK
PR 8/11/72
ABS 8/11/72
IND 8/11/72

P.O. Box 11968

Henry Whitland Jr.
Salt Lake City
Utah

84111
⑤

STATE OF NEW YORK)
COUNTY OF NEW YORK) ss.:

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the undersigned officer, personally appeared F. E. SEARS, who acknowledged himself to be the Vice President of J. C. PENNEY PROPERTIES, INC., a corporation, and he as such Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Vice President.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Blanca Rodriguez
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BLANCA RODRIGUEZ
NOTARY PUBLIC, State of New York
No. 24-4500425
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Qualified in Kings County
Term Expires March 30, 1973

BOOK 1282 PAGE 571

10519

RECORDED AT THE REQUEST OF
MOUNTAIN VIEW CEMETERY

1972 JUN 17 PM 11:11

NINA E. HENDON
CLERK OF COUNTY CLERK
DEPT. OF CORRECTIONS
IND. 100
S. 100
R. 100

P.O. Box 11568

Mary McDonald
Sally Lake City

84111
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