

15754

35-50 2nd St

RIGHT OF WAY AND EASEMENT GRANT AND AGREEMENT

UNIVERSITY MALL, INC., a corporation of the State of Utah, First Party and Grantor, does hereby convey and warrant to MOUNTAIN FUEL SUPPLY COMPANY, a corporation of the State of Utah, Second Party and Grantee, its successors and assigns, for the sum of ONE DOLLAR (\$1.00) and other good and valuable considerations, receipt of which is hereby acknowledged, a right of way and easement ten (10) feet in width to lay, maintain, operate, repair, inspect, protect, remove and replace pipelines, valves, valve boxes and other gas transmission and distribution facilities (hereinafter collectively called "facilities") through and across the following described land and premises situated in Utah County, State of Utah, to-wit:

Land of the Grantor in the SE $\frac{1}{4}$ of Section 23 and the NE $\frac{1}{4}$ of Section 26, Township 6 South, Range 2 East, Salt Lake Base and Meridian.

the center line of which right of way shall extend through, over and across the following described land and premises as follows:

Beginning on the east property line of the University Mall Shopping Center, at a point 257.40 feet South and 1059.67 feet west of the Southeast corner of said Section 23; thence North 85°58' West 5 feet; thence North 04°02' East 40 feet to a point having a bench mark elevation of 4754 feet sidewalk finished grade; thence upward vertically 17 feet to a point on the building roof line having an elevation of 4771 feet; thence North 04°02' East 56 feet; thence North 40°58' West 49.5 feet; thence North 85°58' West 96 feet; thence North 04°02' East 10 feet; thence North 85°58' West 4 feet; thence South 04°02' West 10 feet, thence North 85°58' West 133 feet; thence North 04°02' East 12 feet; thence North 85°58' West 6 feet; thence South 04°02' West 12 feet, thence North 85°58' West 140 feet; thence North 04°02' East 12 feet; thence North 85°58' West 6 feet; thence South 04°02' West 12 feet; thence North 85°58' West 134 feet; thence North 04°02' East 12 feet; thence North 85°58' West 6 feet; thence South 04°02' West 12 feet; thence North 85°58' West 245 feet; thence North 04°02' East 45 feet; thence North 36°03' West 29.8 feet to a point having an elevation of 4771 feet; thence upward vertically 10.25 feet to a point having an elevation of 4781.25 feet, thence North 04°02' East 82 feet; thence downward vertically 10.25 feet to a point having an elevation of 4771 feet; thence North 59°22' East 37 feet; thence South 85°58' East 68.5 feet; thence South 04°02' West 12 feet; thence South 85°58' East 6 feet; thence North 04°02' East

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15754

2529 7-1-14

RIGHT OF WAY AND EASEMENT GRANT AND AGREEMENT

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Beginning on the east property line of the University Mall Shopping Center, at a point 257.40 feet South and 1059.67 feet west of the Southeast corner of said Section 23; thence North 85°58' West 5 feet; thence North 04°02' East 40 feet to a point having a bench mark elevation of 4754 feet sidewalk finished grade; thence upward vertically 17 feet to a point on the building roof line having an elevation of 4771 feet; thence North 04°02' East 56 feet; thence North 40°58' West 49.5 feet; thence North 85°58' West 96 feet; thence North 04°02' East 10 feet; thence North 85°58' West 4 feet; thence South 04°02' West 10 feet; thence North 85°58' West 133 feet; thence North 04°02' East 12 feet; thence North 85°58' West 6 feet; thence South 04°02' West 12 feet; thence North 85°58' West 140 feet; thence North 04°02' East 12 feet; thence North 85°58' West 6 feet; thence South 04°02' West 12 feet; thence North 85°58' West 134 feet; thence North 04°02' East 12 feet; thence North 85°58' West 6 feet; thence South 04°02' West 12 feet; thence North 85°58' West 245 feet; thence North 04°02' East 45 feet; thence North 36°03' West 29.8 feet to a point having an elevation of 4771 feet; thence upward vertically 10.25 feet to a point having an elevation of 4781.25 feet; thence North 04°02' East 82 feet; thence downward vertically 10.25 feet to a point having an elevation of 4771 feet; thence North 59°22' East 37 feet; thence South 85°58' East 68.5 feet; thence South 04°02' West 12 feet; thence South 85°58' East 6 feet; thence North 04°02' East

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12 feet; thence South 85°58' East 127.75 feet; thence South 04°02' West 10 feet; thence South 85°58' East 4 feet; thence North 04°02' East 10 feet; thence South 85°58' East 149.75 feet, thence South 04°02' West 12 feet, thence South 85°58' East 6 feet; thence North 04°02' East 12 feet; thence South 85°58' East 185 feet; thence South 04°02' West 12 feet; thence South 85°58' East 6 feet; thence North 04°02' East 12 feet; thence South 85°58' East 129 feet; thence South 04°02' West 10 feet; thence South 85°58' East 4 feet; thence North 04°02' East 10 feet; thence South 85°58' East 31 feet; thence upward vertically 21.25 feet to a point having an elevation of 4792.25 feet; thence South 85°58' East 39 feet; thence downward vertically 21.25 feet to a point having an elevation of 4771 feet; thence South 85°58' East 31 feet.

Also beginning on the Mall roofline at a point 115.19 feet South and 1142.88 feet West of the Southeast corner of said Section 23, said point having an elevation of 4771 feet; thence North 04°02' East 43 feet; thence upward vertically 21.25 feet to a point having an elevation of 4792.25 feet; thence North 04°02' East 42 feet; thence downward vertically 21.25 feet to a point having an elevation of 4771 feet; thence North 04°02' East 72 feet.

Also beginning 247.42 feet North and 775.13 feet East of the South quarter corner of said Section 23, at a point on the West property line of the University Mall Shopping Center, thence South 85°58' East 5 feet; thence South 04°02' West 24 feet to a point having a bench mark elevation of 4754 feet, sidewalk finished grade; thence upward vertically 20.50 feet to a point having an elevation of 4774.50 feet; thence South 04°02' West 89 feet; thence downward vertically 3.5 feet to a point having an elevation of 4771.00 feet; thence South 04°02' West 56 feet.

TO HAVE AND TO HOLD the same unto the said Mountain Fuel Supply Company, its successors and assigns, so long as such facilities shall be maintained, with the right of ingress and egress to and from said right of way to maintain, operate, repair, inspect, protect, remove and replace the same. During temporary periods Grantee may use such portion of the property along and adjacent to said right of way as may be reasonably necessary in connection with construction, maintenance, repair, removal or replacement of the facilities. The said Grantor shall have the right to use the said premises except for the purposes for which this right of way and easement is granted to the said Grantee, provided such use does not interfere with the facilities or any other rights granted to the Grantee hereunder.

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(123)

12 feet; thence South 85°58' East 127.75 feet; thence South 04°02' West 10 feet; thence South 85°58' East 4 feet; thence North 04°02' East 10 feet; thence South 85°58' East 149.75 feet, thence South 04°02' West 12 feet, thence South 85°58' East 6 feet; thence North 04°02' East 12 feet; thence South 85°58' East 185 feet; thence South 04°02' West 12 feet; thence South 85°58' East 6 feet; thence North 04°02' East 12 feet; thence South 85°58' East 129 feet; thence South 04°02' West 10 feet; thence South 85°58' East 4 feet; thence North 04°02' East 10 feet; thence South 85°58' East 31 feet; thence upward vertically 21.25 feet to a point having an elevation of 4792.25 feet; thence South 85°58' East 39 feet; thence downward vertically 21.25 feet to a point having an elevation of 4771 feet; thence South 85°58' East 31 feet.

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Party of the first part to provide and maintain such structure supports as may be necessary for the installation, maintenance and operation of said facilities.

Party of the first part agrees to construct two (2) permanent suitable hoists of 600 pounds capacity with winch, one on each of the two (2) separate roof areas.

Party of the first part to provide inside stairway for access to roof.

Party of the first part to construct catwalks from the location of each hoist to the location of each meter. No vertical obstructions may be placed closer than eight (8) feet from the surface of the catwalks.

Party of the first part to provide for twenty-four (24) hour access by authorized personnel of the Second Party, to roof facilities.

Party of the first part to provide rigid supports for the meters.

Any pipes crossing the easement herein granted shall clear by twelve (12) inches with no additional structure to be built over right of way.

Party of the first part shall indemnify and save Second Party harmless from any and all loss, damage, expense or claim resulting from roof leakage or building movement, except for negligent or capricious acts or omissions of Second Party during construction, repair, maintenance, replacement or operation of Second Party's facilities; provided that this paragraph shall not be construed as minimizing in any way First Party's duties under this agreement.

The right of way herein granted shall be binding upon and inure to the benefit of the successors and assigns of both parties hereto and may be assigned in whole or in part by Second Party.

IN WITNESS WHEREOF the parties hereto have caused their respective corporate names and seals to be hereunto affixed this 7th day of SEPTEMBER, 1972.

WR

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Party of the first part shall indemnify and save Second Party harmless from any and all loss, damage, expense or claim resulting from roof leakage or building movement, except for negligent or capricious acts or omissions of Second Party during construction, repair, maintenance, replacement or operation of Second Party's facilities; provided that this paragraph shall not be construed as minimizing in any way First Party's duties under this agreement.

The right of way herein granted shall be binding upon and inure to the benefit of the successors and assigns of both parties hereto and may be assigned in whole or in part by Second Party.

IN WITNESS WHEREOF the parties hereto have caused their respective corporate names and seals to be hereunto affixed this

7th day of SEPTEMBER, 1972.

WR

UNIVERSITY MALL, INC.

Attest:

Ralph O. Brown
Vice-President

BY Wallace R. Woodbury
President

GRANTOR AND FIRST PARTY

MOUNTAIN FUEL SUPPLY COMPANY

By J. T. Simon
Executive Vice President

GRANTEE AND SECOND PARTY

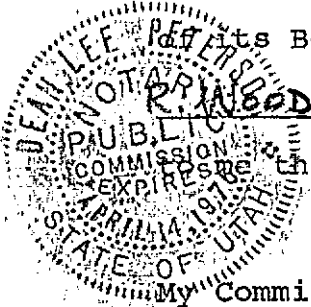


Attest: Dean Lee Peterson
Assistant Secretary

Approved: JWS
Property: JWS
Form: JWS
D & D: JWS
Trans: JWS

STATE OF UTAH)
County of Salt Lake) : ss.

On the 7th day of September, 1972, personally appeared before me WALLACE R. WOODBURY and RALPH O. BROWN, who being duly sworn, did say that they are the PRESIDENT and VICE-PRESIDENT, respectively, of University Mall, Inc., and that the foregoing instrument was signed on behalf of said corporation by authority of a resolution of its Board of Directors ~~(or) * its Bylaws~~, and said WALLACE R. WOODBURY and RALPH O. BROWN acknowledged that said corporation executed the same.



Dean Lee Peterson
Notary Public

My Commission expires:

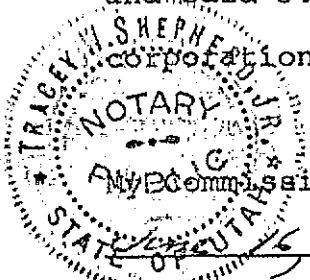
Apr 14 1976

Residing at Salt Lake City, Utah

*Strike Clause not applicable.

STATE OF UTAH)
County of Salt Lake) : ss.

On the 4th day of October, 1972, personally appeared before me J. T. Simon and R. M. Kirsch, who being duly sworn, did say that they are the Executive Vice President and Assistant 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. T. Simon and R. M. Kirsch acknowledged to me that said corporation executed the same.



Tracey W. Shepherd
Notary Public

My Commission expires:

Apr 14 1976

Residing at Salt Lake City

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(WS)

Attest: Ralph O. Brown Vice-President
 By: Wallace R. Woodbury President
 UNIVERSITY MALL, INC.
 GRANTOR AND FIRST PARTY

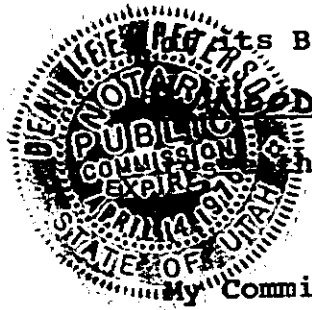


MOUNTAIN FUEL SUPPLY COMPANY
 By: J. T. Simon Executive Vice President
 GRANTEE AND SECOND PARTY

Approved: JWS
 Property: JWS
 Form: JWS
 D & O: DKR
 Trans: 075

STATE OF UTAH)
) : ss.
 County of Salt Lake)

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R. M. Kirsch
 Notary Public

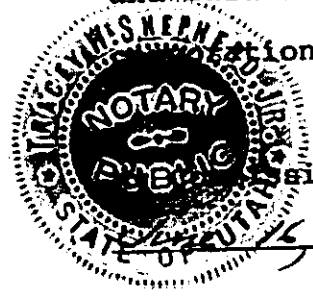
My Commission expires: Apr 14, 1976

Residing at Salt Lake City, Utah

*Strike Clause not applicable.

STATE OF UTAH)
) : ss.
 County of Salt Lake)

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R. M. Kirsch
 Notary Public

My Commission expires: Apr 16, 1976

Residing at Salt Lake City

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15754

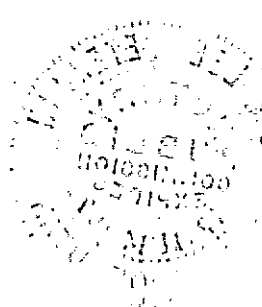
RECORDED AT THE REQUEST OF
MOUNTAIN FUEL SUPPLY

BOOK PAGE

1972 OCT 10 AM 11:56

NINA E. REID
UTAH COUNTY RECORDER
DEPUTY
PR ABS IND

MOUNTAIN FUEL SUPPLY



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RECORDED AT THE REQUEST OF
MOUNTAIN FUEL SUPPLY

NOV 1 1972

1972 OCT 10 11:56

NINA B. BEID
UTAH COUNTY RECORDER
DEPUTY
PH 207 ABS 207 IND 207
PL 5 T 1 R 1

MOUNTAIN FUEL SUPPLY