

2082186

Recorded **MAY 17 1965** at 8:30 a.m.
Request of MOUNTAIN FUEL SUPPLY CO.
Fee Paid HAZEL TAGGART CHASE
Recorder, Salt Lake County, Utah
\$ 2.00 By Leo Goldbaum Deputy
Ref.

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RIGHT OF WAY AND EASEMENT GRANT

HORMAN WAREHOUSE CORPORATION

a Corporation of the State of Utah, Grantor, does hereby convey and warrant to MOUNTAIN FUEL SUPPLY COMPANY, a Corporation of the State of Utah, Grantee, its successors and assigns, for the sum of One and No/100 DOLLARS (\$ 1.00) and other good and valuable considerations, receipt of which is hereby acknowledged, a right of way and easement twenty (20) feet in width to lay, maintain, operate, repair, inspect, protect, remove and replace pipe lines, 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 Salt Lake County, State of Utah, to-wit:

The land of the Grantor, located in the Northwest quarter of Section 2, Township 1 South, Range 1 West, Salt Lake Base and Meridian;

the center line of said right of way and easement shall extend through and across the above described land and premises as follows, to-wit:

Beginning at a point 21.5 feet West and 4 feet North, more or less, from the Southwest corner of Block 4, Highland Park Addition, a subdivision in said Section 2, said point being on the South line of Grantor's property, thence North 34.5 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.

The Grantor shall not build or construct nor permit to be built or constructed any building or other improvement over or across said right of way, nor change the contour thereof without written consent of Grantee. This right of way grant shall be binding upon and inure to the benefit of the successors and assigns of Grantor and the successors and assigns of the Grantee, and may be assigned in whole or in part by Grantee, *for a gas line only and for no other use. S.M.H.*

It is hereby understood that any parties securing this grant on behalf of the Grantee are without authority to make any representations, covenants or agreements not herein expressed.

IN WITNESS WHEREOF the Grantor has caused its corporate name and seal to be hereunto affixed this 29th day of April, 19 65.

ATTEST:

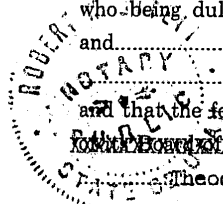
Theodore D. Horman
(SEAL) Secretary

HORMAN WAREHOUSE CORPORATION
By S. M. Horman
President

STATE OF UTAH

County of Salt Lake } ss.

On the 29th day of April, 19 65, personally appeared before me S. M. Horman and Theodore D. Horman, who being duly sworn, did say that they are the President and Secretary, respectively, of Horman Warehouse Corporation



and that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors for its By-Laws, and said S. M. Horman and Theodore D. Horman acknowledged to me that said corporation duly executed the same.

My Commission expires:

Robert M. Harty
Notary Public

April 19 1967

Residing at Salt Lake City Utah

*Strike clause not applicable.