

2316993

BOOK 2821 PAGE 232

Recorded JAN 13 1970 at 8:43a
Request of MOUNTAIN FUEL SUPPLY CO.
Fee Paid HAZEL TAGGART CHASE
Recorder, Salt Lake County, Utah
Deputy

RIGHT OF WAY AND EASEMENT GRANT

UTAH ROSES, INC.

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 twelve (12) 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 Southwest quarter of Section 1, Township 3 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:

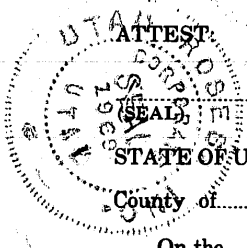
Beginning at a point 95.99 feet South and 693.53 feet West from the Northeast corner of the Northwest quarter of the Southwest quarter of said Section 1, thence South 5° 10' 15" East 116.9 feet.

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.

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 26th day of November, 1969.



ATTEST
Ralph M. Wright
Secretary
County of Davis } ss.

UTAH ROSES, INC.
By E. Richard Wright
President

On the 26 day of November, 1969, personally appeared before me Ralph M. Wright and E. Richard Wright, who being duly sworn, did say that they are the Secretary and President, respectively, of Utah Roses.

and that the foregoing instrument was signed on behalf of said corporation by authority of a resolution of its Board of Directors, (or its By-Laws), and said Ralph M. Wright and E. Richard Wright acknowledged to me that said corporation duly executed the same.

My Commission expires:
April 7, 1972

Zelda E. Tidwell
Notary Public
Residing at Farmington, Utah

*Strike clause not applicable.