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24456

CORRECTIVE RIGHT OF WAY AND EASEMENT GRANT

PAYSON CITY CORPORATION, a Municipal Corporation of the State of Utah, Grantor, does hereby convey and quit claim to MOUNTAIN FUEL SUPPLY COMPANY, a Corporation of the State of Utah, 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 twenty (20) 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:

The land of the Grantor located in the NW $\frac{1}{4}$ of Section 18, Township 9 South, Range 2 East, 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 62.85 feet South and 4707.53 feet West of the Northeast corner of said Section 18, thence S.0 $^{\circ}$ 06'51"E. 336.00 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 right 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.

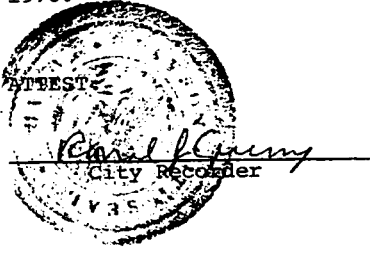
By acceptance of this right of way and easement grant, Grantee agrees to indemnify and save harmless Payson City Corporation from any and all loss, damage, expense, claims or demands resulting from negligence of Grantee in the construction, repair, maintenance, replacement or operation of Grantee's facilities hereunder.

Grantee hereby acknowledges that this is a corrective right of way and easement to that certain corrective right of way and easement grant dated November 2, 1977 and recorded January 12, 1978 in the office of the County Recorder of Utah County, in Book 1613 at Pages 178-179, and that by acceptance hereof, Grantee hereby relinquishes all right, title and interest to the property acquired in this prior easement which is not covered hereby.

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 2nd day of May, 1978.

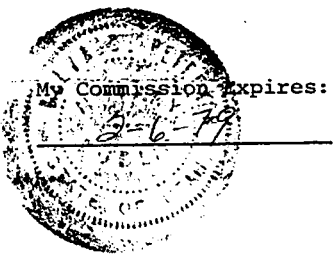


PAYSON CITY CORPORATION

By Mary A. Hansen
Mayor

STATE OF UTAH)
 : ss.
County of Utah)

On the 2nd day of May, 1978, personally appeared before me Gary S. Hansen and Ronal J Crump, who being duly sworn, did say that they are the Mayor and City Recorder, respectively, of Payson City Corporation, and that the foregoing instrument was signed on behalf of said corporation by authority of a resolution of the City Council of Payson City Corporation, and said Gary S. Hansen and Ronal J Crump acknowledged to me that said corporation duly executed the same.



Belva D Peterson
Notary Public

Residing at Payson Utah

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MOUNTAIN COUNTY RECORDER
RECORDING FEE
PH. 486 IND. R.

MT. PUEB. SUPPLY CO.

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