

2757789

Recorded NOV 6 1975 at 9:39 m.
Request of MOUNTAIN FUEL SUPPLY CO
KATHIE L. DICKSON, Recorder
Salt Lake County, Utah
1/100
By B. Deen Deputy
REF. _____

RIGHT OF WAY AND EASEMENT GRANT

A. K. UTAH PROPERTIES, 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...(\$1.00) DOLLARS and other good and valuable considerations, receipt of which is hereby acknowledged, a right of way and easement thirteen (13) 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 Salt Lake County, State of Utah, to-wit:

Those certain strips of land in the project or development described below and lying along the center lines as shown on the attached Plat, designated Exhibit A, dated the 8th day of August, 1975, and attached Property Description, designated Exhibit B, as said Exhibit A and B may be amended or revised from time to time, said Exhibits by this reference being made a part hereof, representing that certain development known as:

SALT LAKE INTERNATIONAL CENTER, in the vicinity of 4800 West North Temple, Salt Lake City, situate in Section 36, Township 1 North, Range 2 West, and the Southwest Quarter of Section 31, Township 1 North, Range 1 West, Salt Lake Base and Meridian, the Declaration for which was Recorded: Book 3846, Page 372, SUBJECT to existing easements and rights-of-way in favor of Utah Power and Light Company.

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,

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removal or replacement of the facilities, provided, however, that upon conclusion of such use, grantee shall restore the easement area and adjacent property to a condition equal to that when entered. 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.

By accepting this Right of Way and Easement Grant, Grantee agrees to indemnify, and hold harmless, Utah Power & Light Company and Grantor of and from any loss, damage or liability in any manner caused or arising out of the construction, reconstruction, operation, repair, replacement or maintenance of the above described facilities installed by Grantee, over, under, and through the above described real property.

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 22nd day of September, 1975.

A.K. UTAH PROPERTIES, INC.

By Emmanuel Floor
EMANUEL FLOOR, President

ATTEST:

M. A. Sherley
M. A. SHERLEY, Ass't Secretary

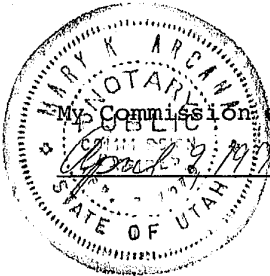
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STATE OF UTAH)
 SS.
County of Salt Lake)

On the 22nd day of September, 1975, personally appeared before me Emanuel A. Floor and M. A. Sherley, who being duly sworn, did say that they are the President and Assistant Secretary respectively, of A. K. UTAH PROPERTIES, INC., and that the foregoing instrument was signed on behalf of said corporation by authority of a resolution of its Board of Directors, and said Emanuel A. Floor and M. A. Sherley acknowledged to me that said corporation duly executed the same.

Mary K. Arcana
NOTARY PUBLIC

residing at: Salt Lake County



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CONSENT OF MORTGAGEES

The undersigned, Continental Illinois National Bank and Trust Company of Chicago, a national banking association, Mortgagee under that certain Mortgage, dated the 16th day of June, 1975, and recorded the 19th day of June, 1975, as Entry No. 2718362, Official Records of the Salt Lake County, Utah, Recorder, and Credit Commercial de France, a French bank, Mortgagee under that certain Second Mortgage, dated the 19th day of June, 1975, and recorded the 19th day of June, 1975, as Entry No. 2718363, Official Records of the Salt Lake County, Utah, Recorder, the liens of which mortgages cover the property described in the aforescribed Right of Way and Easement Grant and other property, hereby consent and agree that the foregoing Right of Way and Easement Grant may be executed and recorded and consent and agree that that portion of the property described in the abovementioned mortgages may be subject and subordinate to the foregoing Right of Way and Easement Grant.

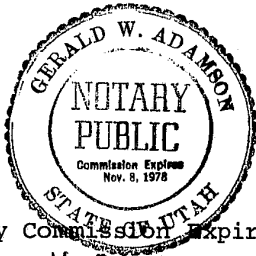
Made and executed this 25th day of September, 1975.

CONTINENTAL ILLINOIS NATIONAL
BANK & TRUST COMPANY OF CHICAGO
By Gordon H. Dick
GORDON H. DICK
Its Attorney in Fact

CREDIT COMMERCIAL de FRANCE
By Gordon H. Dick
GORDON H. DICK
Its Attorney in Fact

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

On the 25th day of September, 1975, personally appeared before me Gordon H. Dick, who, being by me duly sworn, did say that he is the Attorney in Fact of CONTINENTAL ILLINOIS NATIONAL BANK & TRUST COMPANY OF CHICAGO, a national association, and the Attorney in Fact of CREDIT COMMERCIAL DE FRANCE, a French bank, and that the foregoing Consent of Mortgagees was signed in behalf of said association and bank by authority of a Power of Attorney, and said Gordon H. Dick acknowledged to me that he as such Attorney in Fact of said association and said bank executed the same.



My Commission Expires:

11-8-78

Gerald W Adamson
NOTARY PUBLIC

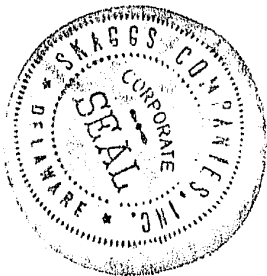
Residing at:

Salt Lake City Utah

CONSENT OF TRUSTEE AND BENEFICIARY

The undersigned, Skaggs Companies, Inc., a Delaware corporation, and Security Title Company, a Utah corporation, Beneficiary and Trustee, respectively, under that certain Deed of Trust, dated the 24th day of June, 1975, and recorded the 25th day of June, 1975 as Entry No. 2719945 in the Office of the Salt Lake County Recorder, State of Utah, the lien of which covers the property described in the foregoing Right of Way and Easement Grant and other property, hereby consent and agree that the foregoing Right of Way and Easement Grant may be executed and recorded, and agree that that portion of the property described in said Deed of Trust shall be subject to and subordinate to the foregoing Right of Way and Easement Grant.

Made and executed this 16th day of September, 1975.



SKAGGS COMPANIES, INC.
Beneficiary

By [Signature]

SECURITY TITLE COMPANY,
Trustee

By [Signature]
GORDON H. DICK

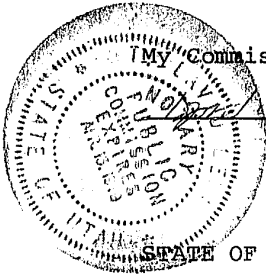
Approved as to form
Jones, Waldo, Holbrook &
McDonough

By [Signature]

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On the 16th day of September, 1975, personally appeared before me Ralph F. Davis, who being by me duly sworn, did say that he is the Sr. Vice President of Skaggs Companies, Inc., and that the foregoing instrument was signed on behalf of said corporation by authority of a resolution of its Board of Directors, and said _____ Ralph F. Davis acknowledged to me that said corporation duly executed the same.

[Signature]
NOTARY PUBLIC
Residing at Salt Lake City

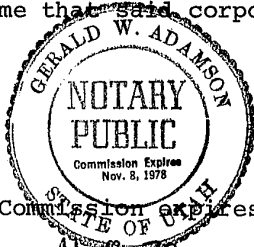


My Commission Expires:

5, 1979

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

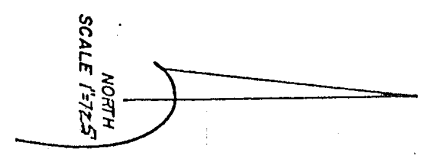
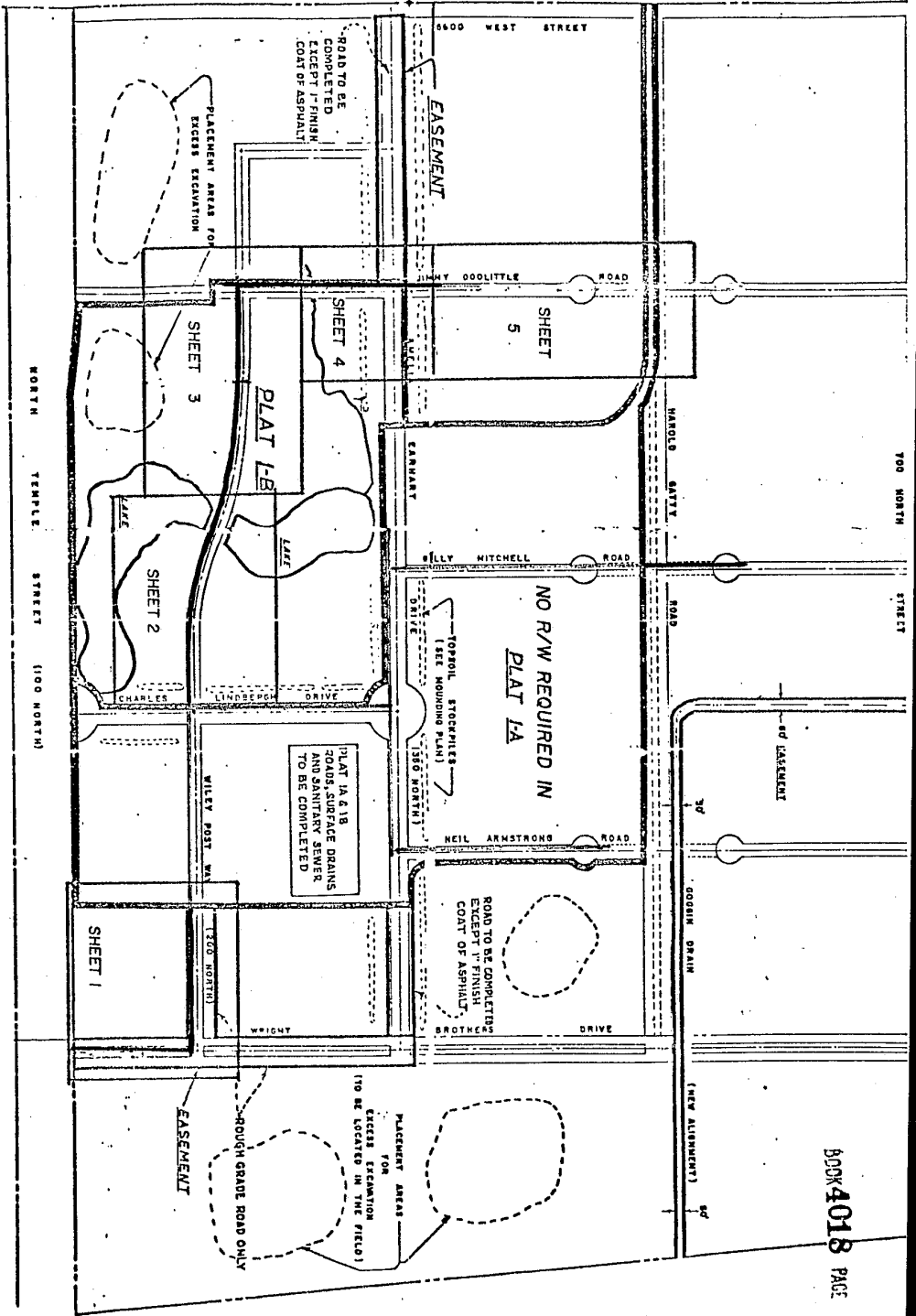
On the 25th day of September, 1975, personally appeared before me Gordon H. Dick, who being by me duly sworn, did say that he is the Vice President of Security Title Company, and that the foregoing instrument was signed on behalf of said corporation by authority of a resolution of its Board of Directors, and said Gordon H. Dick acknowledged to me that said corporation duly executed the same.



My Commission Expires:

11-8-78

Gerald W. Adamson
NOTARY PUBLIC
Residing at Salt Lake City Utah



SALT LAKE INTERNATIONAL CENTER
4800 WEST NORTH TEMPLE

SALT LAKE CITY

EXHIBIT "A"
8-8-75

SALT LAKE AREA
PLAT

EXHIBIT "B"

MOUNTAIN FUEL SUPPLY COMPANY EASEMENT

Salt Lake International Center

The following description is of the south and west line of a 13 ft. easement along Wiley Post Way and Jimmy Doolittle Road in proposed Plat 1B of the Salt Lake International Center, Salt Lake City, Utah and through other unplatted portions of A. K. Utah property adjacent to the recorded Plat 1A.

Beginning at a point $S89^{\circ}58' W$ 1028.50 feet from the northeast corner of Lot 11, Plat 1A, Salt Lake International Center, an industrial subdivision of part of Section 36, T1N, R2W Salt Lake Base and Meridian, Salt Lake City, Utah; and running thence $S89^{\circ}58' W$ 246.36 feet to a point of curvature to a 1704.44 foot radius curve to the right, thence westerly along said curve for an arc distance of 594.96 feet (central angle = 20°), thence $N70^{\circ}02' W$ 199.99 feet to a point of curvature to a 1638.44 foot radius curve to the left, thence westerly along said curve for an arc distance of 571.92 feet (central angle = 20°), thence $S89^{\circ}58' W$ 536.33 feet to the west line of Jimmy Doolittle Road as proposed, thence $N0^{\circ}02' W$ 856.00 feet to the north boundary of Amelia Earhart Drive and north boundary of Plat 1B as proposed.

In addition: beginning at the northeast corner of said Lot 11, and running thence $N89^{\circ}58' E$ 749.28 feet to the west line of the proposed easement, thence $S0^{\circ}16'02'' E$ 613.05 feet to the north line of North Temple Street and end of easement.

In addition; beginning at the northeast corner of Lot 1, Plat 1A of said industrial subdivision which point is also the west line of a proposed 13 foot easement, and running thence $N0^{\circ}02' W$ 700 feet to end of easement.