

1347043

RIGHT OF WAY AND EASEMENT GRANT

\$ 5.00 By *J. Schmitt*
Page 77

KEARNS TOWNSITE, INCORPORATED, a corporation of the State of New York, duly authorized to do business in the State of Utah, and the F. AND S. CONSTRUCTION COMPANY, a corporation of the State of Arizona, duly authorized to do business in the State of Utah, Grantors, do hereby convey and grant to the MOUNTAIN FUEL SUPPLY COMPANY, a corporation of the State of Utah, its successors and assigns, for the sum of TEN DOLLARS (\$10.00) and other good and valuable considerations, receipt of which are hereby acknowledged, a right of way and easement to lay, maintain, operate, repair, inspect, protect, remove and replace pipe lines, valves and valve boxes and other gas distribution facilities, all on property owned by the Grantor Kearns Townsite, Incorporated, and on property which the Grantor F. and S. Construction Company has any right, title or interest in or to, which property is now or may hereafter be used as highways, streets or ways within the following described lands:

Beginning at a point in the Northwest one quarter (NW 1/4) of the Northwest one quarter (NW 1/4) of Section 12, Township 2 South, Range 2 West, Salt Lake Meridian, at the intersection of the North section line of Section 12 and the Northeasterly right-of-way line of the Denver and Rio Grande Western Railroad Company (Garfield Branch right-of-way), said point being 448.15 feet east of the Northwest corner of Section 12; thence South 50°-06'-00" East along said right-of-way line 1135.85 feet to a point on a line parallel to and 1320.0 feet East of the West section line of Section 12; thence South 00°-01'-40" West along said line 1186.25 feet to a point on a line parallel to and 1914.0 feet South of the North line of Section 12; thence South 89°-58'-20" East along said line 1263.03 feet to a point on the Southwesterly right-of-way line of the Denver and Rio Grande Western Railroad Company (Garfield Branch) right-of-way; thence South 50°-06'-00" East along said right-of-way line 74.45 feet to a point on a line parallel to and 2640.0 feet West of the East section line of Section 12; thence South 0°-09'-31" East along said line 3336.27 feet to the South quarter corner of Section 12; thence South 89°-59'-04" East along the South lines of Section 12, Township 2 South, Range 2 West, Salt Lake Meridian, and Section 7, Township 2 South, Range 1 West, Salt Lake Meridian, 2963.42 feet to a point on the Northeasterly right-of-way line of the Denver and Rio Grande Western Railroad Company (Garfield Branch) right-of-way; thence in a Southeasterly curved direction along said right-of-way line 3031.5 feet to a point on the East end West one quarter section line of Section 18, Township 2 South, Range 1 West, Salt Lake Meridian; thence North 89°-58'-49" East along said quarter section line 4065.20 feet to a point on the East line of Section 18; thence North 00°-13'-14" West along the East line of Section 18; and the East line of Section 7, 3960.0 feet to a point 1320.0 feet North of the Southeast corner of Section 7; thence North 89°-54'-23" West 1320.0 feet; thence South 00°-05'-37" West 279.0 feet; thence North 56°-29'-54" West 506.72 feet to a point on the line extended which began on the East line of Section 7 and 1320.0 feet North of the Southeast corner of Section 7; thence North 89°-54'-23" West along said line 897.0 feet; thence North 0°-14'-31" West along said quarter section line 1325.75 feet; thence South 89°-58'-20" East 660.0 feet; thence North 0°-14'-31" West 2640.0 feet to a point on the North line of Section 7; thence North 89°-58'-20" West 8138.35 feet to the point of beginning, containing 1083.12 acres, less that portion of the Denver and Rio Grande Western Railroad Company right-of-way (13.21 acres). With this deduction the main tract described above contains 1069.91 plus or minus acres.

Beginning at the Northeast corner of Section 7, Township 2 South, Range 1 West, Salt Lake Base and Meridian and running thence South 0° 13' 14" East along the East line of Section 7 2643.33 feet; thence South 89° 54' 34" West 1321.73 feet; thence North 0° 13' 14" West 2644.74 feet to a point on the North line of Section 7; thence South 89° 58' 20" East along the North line of Section 7 1321.73 feet to the point of beginning, containing 80.22 more or less acres. Less that portion of the Utah and Salt Lake Canal Right-of-way

(0.33 ± acres) which crosses the east line of Section 7 at a point South 0° 13' 14" East 342 ± feet from the Northeast corner of Section 7 and crossing the north line of Section 7 North 89° 58' 20" West 476 ± feet from the Northeast corner of Section 7; said Canal Right-of-Way being 24.5 feet in width and covering a distance of 587 ± feet across and running (N. 54° 23' W.) across the Northeast corner of the above described tract.

TO HAVE AND TO HOLD the same unto the said Mountain Fuel Supply Company, its successors and assigns forever, with the right of ingress and egress to and from said right of way to maintain, operate, repair, inspect, protect, remove and replace the pipe lines, valves and valve boxes and gas distribution facilities, telephone lines or any part or parts thereof. The said Grantors to fully use the said premises except for the purposes for which this right of way and easement is granted, provided such use does not interfere with the pipe or pipe lines laid by the Grantee or any other rights granted to Grantee hereunder, including, among other things, the right to an earth cover of at least 24 inches in depth around and above any pipe or pipes laid. The Grantors shall not build or construct nor permit to be built or constructed any building or other structure over or across said right of way.

The Grantee hereby agrees to repair all construction damage to highways, streets or ways within the above described premises so that said highways, streets and ways are returned to as nearly as possible their condition before the Grantee's construction began.

This right of way grant shall be binding upon and inure to the benefit of the successors and assigns of the Grantors and the successors and assigns of the Grantee.

IN WITNESS WHEREOF, the Grantors have caused their corporate names and seals to be hereunto affixed this 11th day of September, 1953.



KEARNS TOWNSITE, INCORPORATED

By Alvin J. Smith
Alvin J. Smith, Attorney in Fact

F. AND S. CONSTRUCTION COMPANY

By Robert F. Jones
INCORPORATED IN ARIZONA

Attest:

Jack Hoffman
Sdy.

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

On the 12 day of September, 1953, personally appeared before me Alvin J. Smith, who being by me duly sworn, did say that he is the Attorney in Fact of Kearns Townsite, Incorporated, and that the foregoing instrument was signed on behalf of said Kearns Townsite Incorporated by authority of a duly executed and recorded power of attorney issued by authority of its Board of Directors, and said Alvin J. Smith acknowledged to me that he, as such Attorney in Fact, duly executed the same.

My commission expires:

Nov 3 1953

Walter Knight
Notary Public

Residing at Salt Lake City

STATE OF ARIZONA)
) SS.
County of Maricopa)

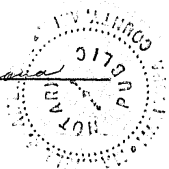
On the 21 day of September, 1953, personally appeared before me Robert Roemer and Jack Hoffmann, who being duly sworn, did say that they are the President and Secretary, respectively, of F. and S. Construction Company, and that the foregoing instrument was signed on behalf of said corporation by authority of a resolution of its Board of Directors, ~~(or) its~~ By Laws, and said Robert Roemer and Jack Hoffmann acknowledged to me that said corporation executed the same.

Madwell D. Anderson
Notary Public

My commission expires:

March 7, 1955

Residing at: Phoenix, Arizona

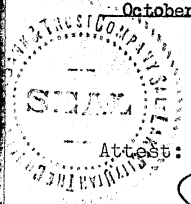


*Strike clause not applicable.

CONSENT AND SUBORDINATION AGREEMENT

THE CONTINENTAL BANK AND TRUST COMPANY,
~~THE CONTINENTAL BANK AND TRUST COMPANY~~, a corporation of the State of Utah, with its principal place of business situated in Salt Lake City, Utah, as Mortgagee of Kearns Townsite, Incorporated, on the above described lands, for the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby consent to the foregoing right of way and easement grant and does hereby further undertake and agree that it will and does hereby subordinate any ownership, interest, mortgage, claim or lien which it now has or may have in and to the property described in the foregoing right of way and easement grant to the rights and interests of the Mountain Fuel Supply Company acquired by virtue of the foregoing right of way and easement grant, and that it will not, as Mortgagee of the above described premises, foreclose or attempt to foreclose the rights and interests of the said Mountain Fuel Supply Company acquired by virtue of the foregoing right of way and easement grant, and further that this consent and subordination agreement shall be binding upon and inure to the benefit of the successors and assigns of the said ~~THE CONTINENTAL BANK AND TRUST COMPANY~~

~~The Continental Bank and Trust Company.~~ Bank & Trust Company
IN WITNESS WHEREOF, the Continental ~~Bank and Trust Company~~ has caused its corporate name and seal to be hereunto affixed this 2nd day of October, 1953.



Attest:
[Signature]
Secretary

THE CONTINENTAL BANK AND TRUST COMPANY
~~THE CONTINENTAL BANK AND TRUST COMPANY~~

By [Signature] Vice-President Title



STATE OF UTAH)
 : SS.
COUNTY OF SALT LAKE (

On the 2nd day of October, 1953, personally appeared
before me S. J. Wandvik and Chas. F. Price,
who being duly sworn, did say that they are the Vice-President
and Secretary, respectively, of the Continental Bank and
Trust Company, 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 S. J. Wandvik and Chas. F. Price
acknowledged to me that said corporation executed the same.



Evelyn Mathewson
Notary Public

Residing at Salt Lake City, Utah

* Strike clause not applicable.