

X

RIGHT OF WAY AND EASEMENT GRANT

COALVILLE CITY, a MUNICIPAL CORPORATION of the State of Utah, Grantor, does hereby convey and quitclaim 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 thirty (30) 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 Summit County, State of Utah, to-wit:

The land of the Grantor, located in the Northwest Quarter of Section 9, Township 2 North, Range 5 East, Salt Lake Base & 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 South 1361.72 feet and West 1518.10 feet from the North Quarter corner of said Section 9, thence N.19°25'42"E. 159.16 feet; thence N.43°40'11"E. 202.20 feet; thence N.67°06'25"E. 203.14 feet; thence S.87°30'34"E. 205.33 feet; thence S.71°14'12"E. 159.12 feet; thence S.25°19'05"E. 61.03 feet; thence S.36°10'37"E. 203.24 feet.

Also, centerline description of a 16.0 foot right of way as follows: Beginning at a point South 1104.28 feet and West 735.92 feet from the North Quarter corner of said Section 9; thence S.82°38'48"E. 229.99 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.

By acceptance of this right of way and easement grant, Grantee agrees to indemnify and save harmless Coalville 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.

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.

Entry No.	176336	Book	M 179
RECORDED	2-13-81	at	10:16 AM Page 618
REQUEST of	Mountain Fuel Supply		
FEE	\$ 5.50		
INDEXED			
ABSTRACT			

WANDA Y. SPRIGGS, SUMMIT CO. RECORDER
by Wanda Y. Spriggs

c.50

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