

1570353

BOOK 1468 PAGE 509  
RIGHT OF WAY AND EASEMENT GRANT

*AW*

SALT LAKE CITY CORPORATION, a 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 Fifty Eight and 00/100 DOLLARS (\$ 58.00) and other good and valuable considerations, receipt of which is hereby acknowledged, rights of way and easements thirty-three (33) feet in width to lay, maintain, operate, repair, inspect, protect, remove and replace pipe lines, valves valve boxes and other gas distribution facilities through and across the following described land and premises situated in Davis County, State of Utah, to-wit:

The land of the Grantor, located in Southwest quarter and the Northeast quarter of Section 10, Township 1 North, Range 1 West, Salt Lake Base and Meridian;

the center lines of said rights of way and easements shall extend through and across the above described land and premises as follows, to-wit:

Beginning at a point approximately 873 feet East of the center of said Section 10, thence North 82° 13' West 132.26 feet, thence South 89° 23' West 127.83 feet, thence South 76° 28' West 73.81 feet, more or less to the mid-section line of said Section 10.

Also, beginning at a point approximately 16.5 feet South and 1500 feet West of the center of said Section 10, thence North 84° 10' West 96 feet, more or less, to the Grantor's Canal Right of Way line.

Also, beginning at a point approximately 70 feet South and 1595 feet West of the center of said Section 10, thence North 84° 10' West 202 feet to a point on Grantor's Canal Right of Way line.

Also, beginning at a point approximately 20.5 feet South and 2005 feet West of the center of said Section 10, thence North 84° 10' West 15 feet, thence North 89° 23' West 92 feet, more or less, to a point on Grantor's Canal Right of Way line.

TO HAVE AND TO HOLD the same unto the said Mountain Fuel Supply Company, its successors and assigns, so long as such pipe line or lines, valves or valve boxes and other gas distribution 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. The said Grantor to fully use the said premises except for the purposes for which this right of way and easement is granted to the said Grantee.

The Grantor shall not build or construct nor permit to be built or constructed any building or other enclosed structure over the gas line right of way herein granted. This right of way grant shall be binding upon and inure to the benefit of the successors and assigns of the Grantor and the successors and assigns of the Grantee.

By acceptance of this right of way and easement grant, the Mountain Fuel Supply Company agrees to construct and operate such pipe line in such manner as to cause no injury or damage to the Grantor's canal, and does hereby agree to indemnify and save the Grantor harmless from any and all loss, damage, expense, claims or demands caused directly or indirectly by the construction, repair, maintenance, replacement or operation of said pipe line.

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 30<sup>th</sup> day of July, 1957.

SALT LAKE CITY CORPORATION

Attest:

*Herman J. Hogenhem*  
Herman J. Hogenhem  
City Recorder

By *Adiel F. Stewart*  
Adiel F. Stewart, Mayor

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

On the 30<sup>th</sup> day of July, 1957, personally appeared before me Adiel F. Stewart and Herman J. Hogensen, who being duly sworn, did say that they are the Mayor and City Recorder, respectively, of Salt Lake City Corporation, and that the foregoing instrument was signed on behalf of said corporation by authority of a resolution of the Board of City Commissioners of Salt Lake City, and said Adiel F. Stewart and Herman J. Hogensen acknowledged to me that said corporation duly executed the same.

El Rite M. Beasley  
Notary Public

My commission expires:

Sept. 28, 1960

Residing at Salt Lake City, Utah



DEC 18 1957  
Recorded at 11:13 a.m.  
Request of MOUNTAIN WHEEL SUPPLY CO.  
Fee Paid. Hazel Torgart Chase,  
Recorder, Salt Lake County, Utah  
\$ 2.50 BY R.M. H. [unclear] Deputy  
Ref. \_\_\_\_\_