

Recorded DEC 2 1957 & 11-09-57  
 Request of MOUNTAIN FUEL SUPPLY COMPANY  
 Fee Paid, Nellie M. Jaek,  
 Recorder, Salt Lake County, Utah  
 \$ 4.00 By F. A. Williams De  
 Ref.

RIGHT OF WAY AND EASEMENT GRANT

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 One and No/100 Dollars (\$1.00) 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 and Salt Lake County, State of Utah, to-wit:

The land of the Grantor, located in the Northeast quarter and the Southwest 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  $82^{\circ} 13'$  West 132.26 feet, thence South  $89^{\circ} 23'$  West 127.83 feet, thence South  $76^{\circ} 28'$  West 73.81 feet, more or less, to the mid-section line of said Section 10.

Also, beginning at a point South  $8^{\circ} 09'$  East 16.5 feet and South  $89^{\circ} 44' 30''$  East 449.5 feet from the West quarter corner of said Section 10, said point being located on the West line of Salt Lake City Corporation right of way, and running thence South  $89^{\circ} 44' 30''$  East 173.70 feet, thence South  $84^{\circ} 10' 30''$  East 130 feet.

Also, beginning at a point South 41.47 feet and East 844.39 feet from the West quarter corner of said section 10, and running thence South  $84^{\circ} 10' 30''$  East 383.6 feet, more or less, to a point on the West bank of the Jordan River.

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 rights 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 grant 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 rights 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 said pipe line or lines 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 or lines.

By acceptance of this right of way and easement grant, Grantee hereby relinquishes and releases all prior rights to Grantor's property obtained by virtue of that certain right of way and easement grant dated July 30, 1957, and recorded December 18, 1957 by the Salt Lake County Recorder in Book 1466, Page 509, Entry No. 1570353, and recorded December 30, 1957 by the Davis County Recorder in Book 135, Page 284, Entry No. 172884.

It is hereby understood that any parties securing this grant on behalf of the grantee are without authority to make any representa-

(also end of two pages)

tions, covenants or agreements not herein expressed.

IN WITNESS WHEREOF the Grantor has caused its corporate name and seal to be hereunto affixed this 18<sup>th</sup> day of November, 1959.

Attest:

~~Herman J. Hogensen~~  
Herman J. Hogensen  
City Recorder

SALT LAKE CITY CORPORATION

By Adiel F. Stewart  
Adiel F. Stewart, Mayor

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

On the 18<sup>th</sup> day of November, 1959, 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.

My commission expires:

Sept. 28, 1960

El Rita M. Beasley  
Notary Public

Residing at Salt Lake City, Utah