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Presented to the Board of Commissioners AND APPROVED

JUN 27 1962

RIGHT OF WAY AND EASEMENT GRANT

a municipal corporation

SALT LAKE CITY, ~~XXXXXX~~ 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 THREE HUNDRED TWENTY SEVEN DOLLARS ( \$ 5,327.00 ) and other good and valuable considerations, receipt of which is hereby acknowledged, a right of way and easement thirty 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 Salt Lake County, State of Utah, to-wit:

Handwritten signature and stamp: *Wm. J. ...* FIVE THOUSAND DOLLARS RECORDED

The land of the Grantor, located in the East half of Section 28, and the Northeast quarter of Section 33, Township 1 North, Range 1 West, Salt Lake Base and 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 on the North line of said Section 28, said point being South 89° 19' 32" West along the North line of Section 1, 048.6 feet from the Northeast corner of said Section 28, thence South 8° 04' 36" East 2,469.4 feet, thence South 6° 31' 36" East 236.9 feet to a point which is South 83° 29' 44" West 704.8 feet from the East quarter corner of said Section 28, thence South 8° 01' 06" East 2,269.5 feet to the North fence line of 6th North Street.

Also, beginning on the South fence line of 6th North Street, said point being North 226.05 feet and West 392.06 feet from the Southeast corner of said Section 28, thence South 8° 01' 06" East 110.3 feet, thence South 8° 21' 06" East 305 feet, more or less, to the East line of Grantor's property.

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 Salt Lake City Corporation from any and all loss, damage, expenses, 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.

IN WITNESS WHEREOF the Grantor has caused its corporate name and seal to be hereunto affixed this 17<sup>th</sup> day of June, 1962.

Attest:

*Herman S. Jorgensen*  
(Seal) Herman S. Jorgensen, City Recorder

SALT LAKE CITY CORPORATION  
By: *J. Bracken Lee*  
J. Bracken Lee, Mayor

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

On the 17<sup>th</sup> day of June, 1962, personally appeared

Recorded at Request of MOUNTAIN FUEL SUPPLY CO.  
at 12:37 P.M. Fee Paid \$ 3.00 NELLIE M. JACK, Recorder Salt Lake County, Utah  
By *[Signature]* Dep. Rec.  
JUN 29 1962

before me J. Bracken Lee 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 J. Bracken Lee and Herman J. Hogensen acknowledged to me that said corporation duly executed the same.

My commission expires:



Sept. 28, 1964

El Rita M. Kusley  
Notary Public

Residing at Salt Lake City, ut