

2024221

Recorded SEP - 1 1964 at 8:41 A
Request of MOUNTAIN FUEL SUPPLY CO.
Fee Paid HAZEL TAGGART CHASE
Recorder, Salt Lake County, Utah
\$ 4.00 By [Signature] Deputy
Ref. _____

BOOK 2231 PAGE 151

RIGHT OF WAY AND EASEMENT GRANT

KENNECOTT COPPER CORPORATION, a corporation of the State of New York, Grantor, does hereby 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 consideration, 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 pipelines, 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:

Land of the Grantor located in Sections 17 and 20, Township 3 South, Range 2 West, Salt Lake Base and Meridian. The center line of said right of way and easement is described as follows:

Beginning at a point on the South line of a Mountain Fuel Supply Company Lot, said point being located South 1247.13 feet and East 1667.81 feet from the Northwest corner of Section 17, Township 3 South, Range 2 West, Salt Lake Base and Meridian; running thence South $4^{\circ}30'48''$ East 278.25 feet; thence South $34^{\circ}09'$ West 650.58 feet; thence South $5^{\circ}13'30''$ West 87.55 feet; thence South $39^{\circ}53'$ East 1129.94 feet; thence South $37^{\circ}03'$ East 166.83 feet; thence on a curve to the right with a radius of 434.40 feet a distance of 288.86 feet; thence South $1^{\circ}03'$ West 1549.0 feet; thence South $6^{\circ}39'15''$ East 5722.79 feet to the Grantor's South line.

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. If it shall become necessary or convenient for Grantor to require the removal of said pipeline or any gas distribution facilities appurtenant thereto to a more convenient place upon the property of the Grantor, the Grantee will, within a reasonable time and upon request by Grantor, and upon a new location being designated by Grantor, remove and replace said pipeline or other property at Grantee's sole expense.

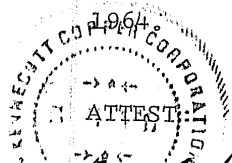
The Grantor shall not build or construct nor permit to be built or constructed any building or other improvement over or across said right of way, nor change the contour thereof without written consent of Grantee. This right of way grant shall be binding upon and inure to the benefit of the successors and assigns of Grantor and the successors and assigns of the Grantee, and may be assigned in whole or in part by Grantee.

Grantee shall indemnify and save Grantor harmless of and from any and all actions, causes of action, suits, demands, claims and costs arising out of, related to, or in any manner connected with the use of the rights of way and easements hereby granted, or related facilities used, operated or maintained or in connection therewith and which are based upon any negligent act of commission or omission of Grantee, its agents, servants, employees or contractors.

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.

The Grantor shall not be responsible for damage to the pipeline or other facilities of the Grantee resulting from any of the Grantor's operations.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed by its duly authorized officer and its corporate seal to be hereunto affixed this 27th day of August,



Malcolm R. Wilkey
Secretary

KENNECOTT COPPER CORPORATION,

By [Signature]
Its Vice President

STATE OF NEW YORK)
 : ss:
County of New York)

On the 28th day of August, 1964, personally appeared before me CA Michaelson, who being by me duly sworn, did say that he is the vice president of KENNECOTT COPPER CORPORATION, and that the foregoing instrument was signed by him on behalf of said corporation, the said CA Michaelson being thereunto duly authorized and said CA Michaelson acknowledged to me that said corporation executed the same.



My Commission Expires: _____

Doris M. Lueth
NOTARY PUBLIC, residing at
DORIS M. LUETH
Notary Public, State of New York
No. 41-2423875
Qualified in Queens County
Certificate filed in New York County
Commission Expires March 30, 1965