

Recorded OCT 26 1964
Request of MOUNTAIN FUEL SUPPLY CO.
Fee Paid HOWEL TAGGART CHASE
Recorder, Salt Lake County, Utah
By [Signature] Deputy
Ref.

RIGHT OF WAY AND EASEMENT GRANT

SALT LAKE CITY, a MUNICIPAL 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 DOLLAR (\$1.00) and other good and valuable considerations, receipt of which is hereby acknowledged, a right of way and easement twenty (20) 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:

The land of the Grantor, located in the Northeast quarter of the Northeast quarter of Section 8, Township 2 South, Range 1 East, 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 South line of Murray Holladay Road (4800 South Street), said point being North 1,872.42 feet and East 1,546.48 feet from the center of said Section 8, thence South 2° 00' East 556.9 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 Salt Lake 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.

IN WITNESS WHEREOF the Grantor has caused its corporate name and seal to be hereunto affixed this 15th day of October, 1964.

ATTEST: SALT LAKE CITY CORPORATION
(SEAL) [Signature] By [Signature]

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

On the 5th day of October, 1964, personally appeared before me J. Braden Lee and Herman J. Hogenum, 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 Mayor and City Recorder acknowledged to me that said corporation duly executed the same.

My commission expires:
Mar. 9, 1968

[Signature]
Notary Public
Residing at [Address]

