

260 -

19324

RIGHT OF WAY AND EASEMENT GRANT

BRIGHAM YOUNG UNIVERSITY, a Corporation of the State of Utah, Grantor, does hereby convey and warrant 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, 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 distribution facilities through and across the following described land and premises situated in Utah County, State of Utah, to-wit:

The land of the Grantor, located in Section 5, Township 9 South, Range 3 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 Canyon Road, said point being 16.5 feet South and 10 feet East of the Northwest corner of said Section 5, thence South and parallel with the West line of said Section 5, a distance of 1600 feet.

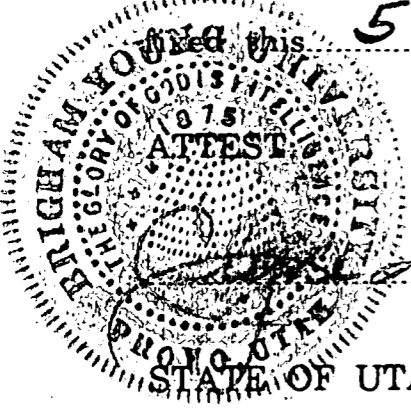
TO HAVE AND TO HOLD the same unto the said Mountain Fuel Supply Company, its successors and assigns, so long as such pipe line or lines, valves or valve boxes and other gas distribution facilities shall be maintained, with the right of ingress and egress to and from said right of way to maintain, operate, 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, provided such use does not interfere with the pipe or pipe lines laid by the Grantee or any other rights granted to the Grantee hereunder, including, among other things, the right to an earth cover of at least 24 inches in depth around and above any pipe or pipes laid.

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. 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.

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 at-

test this 5th day of December, 1959.



Clyde D. Sandgren, Secretary

BRIGHAM YOUNG UNIVERSITY, By Ernest L. Wilkinson, President

County of Utah ss.

On the 5th day of December, 1959, personally appeared before me ERNEST L. WILKINSON and CLYDE D. SANDGREN, who being duly sworn, did say that they are the President and Secretary respectively, of Brigham Young University, and that the foregoing instrument was signed on behalf of said corporation by authority of a resolution of its Board of Trustees and said Ernest L. Wilkinson and Clyde D. Sandgren acknowledged to me that said corporation duly executed the same.

My Commission expires: 10-20-62



K. B. Sauls, Notary Public, Residing at Provo, Utah

*Strike clause not applicable.

19324

THELMA VEST SHURTHWAITE
UTAH COUNTY RECORDER
Dec 18 2 28 PM '59

BOOK PAGE
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P.R. TP
IND. FEE R

\$ 2.00

John Christensen
190 East 100 South
East Lake City
Utah

261-

SECURITY TITLE & ABSTRACT CO.
55 East Center St. - Provo, Utah
Order No. 13845

19325

Release of Mortgage

Know All Men By These Presents:

That the Bank of Pleasant Grove, a corporation, by K. L. Jacobs Cashier, do hereby certify and declare that a certain Mortgage, bearing date the 16 day of December 1959 A. D. 1959 made and executed by Gary E. Stout and Barbara M. Stout, his wife parties of the first part therein, to the Bank of Pleasant Grove, a corporation, party of the second part.

RECORDED in the office of the County Recorder of Utah County, State of Utah, in Book 814 of Mortgages on page 213-14 on the 28th day of May A. D. 1959, together with the debt thereby secured, is FULLY PAID, SATISFIED AND DISCHARGED.

In Witness Whereof, I have hereunto set my hand this 16th day of December A. D. 1959.

Signed in the presence of

BANK OF PLEASANT GROVE,

[Signature]
STATE OF UTAH,
COUNTY OF UTAH, } ss.

[Signature]
Cashier.

On this 16th day of December 1959, personally appeared before me K. L. Jacobs, who, being by me duly sworn, did say that he is the Cashier of the Bank of Pleasant Grove, and that said instrument was signed in behalf of said corporation by authority of a resolution of its board of directors, and the said K. L. Jacobs acknowledged to me that said corporation executed the same.

[Signature]
Notary Public

My Commission Expires: January 20, 1960 Residence Pleasant Grove, Utah.

LOT-15-LELAND PARK

19325

THELMA VEST SHURTHWAITE
UTAH COUNTY RECORDER
Dec 18 3 48 PM '59

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\$ 2.00

CHRISTENSON NOVAK & PAULSON
and Taylor

[Signature]

Leland Park