

9109

RIGHT OF WAY AND EASEMENT GRANT

MOUNTAIN SHADOWS DEVELOPMENT CORPORATION

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 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"), said right of way being situated in the County of Utah, State of Utah, and more particularly described as follows, to-wit:

Beginning at a point 886.35 feet East and 35.53 feet South from the West quarter corner of Section 14, Township 6 South, Range 2 East, Salt Lake Base and Meridian, thence South 0° 15' East 242 feet, thence North 88° 59' West 15 feet, thence South 1° 01' West 342.36 feet, thence North 88° 59' West 20 feet, thence North 1° 01' East 352.36 feet, thence South 88° 59' East 10 feet, thence North 0° 15' West 232 feet, thence South 88° 59' East 25 feet to the point of beginning.

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.

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 15<sup>th</sup> day of August, 1967.

ATTEST: Woodruff Jensen (SEAL) Secretary

MOUNTAIN SHADOWS DEVELOPMENT CORPORATION By: Moroni Jensen President

STATE OF UTAH County of Utah ss.

On the 15 day of August, 1967, personally appeared before me Moroni Jensen and Woodruff Jensen, who being duly sworn, did say that they are the President and Secretary, respectively, of Mountain Shadows Development Corporation, and that the foregoing instrument was signed on behalf of said corporation by authority of a resolution of its Board of Directors, (or) its By-Laws, and said Moroni Jensen and Woodruff Jensen acknowledged to me that said corporation duly executed the same.

My Commission expires:

7/6/68 \*Strike clause not applicable.

Notary Public

Residing at Orem, Utah



9109

CLARICE E. CARTER  
UTAH COUNTY RECORDER

DEPUTY *Blz*

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ABS	SEC.
P. R.	TWP.
IND.	RANGE
FEE	

2.00

*Mr. Paul Shyrock Es.*

*E. R. Halland*

*P.O. Box 11368*

*Just Falls City, Utah  
84111*

*10/26*

