

1413321

RIGHT OF WAY AND EASEMENT GRANT

1.90

AMERICAN SMELTING and REFINING COMPANY, a Corporation of the State of New Jersey, 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 eight (8) 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 Salt Lake County, State of Utah, to-wit: The land of the Grantor, located in the Northeast quarter of Section 29, Township 1 South, Range 2 West, Salt Lake Base and Meridian, as shown on attached drawing No. 3907, referred to and incorporated herein by reference; 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:

As shown in red on attached drawing No. 3907, referred to and incorporated herein by reference.

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 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.

IN WITNESS WHEREOF the Grantor has caused its corporate name and seal to be hereunto affixed this 22nd day of December, 1954

ATTEST: [Signature] Secretary
STATE OF NEW YORK
County of New York ss.

AMERICAN SMELTING and REFINING CO.
By [Signature] Vice President

On the 22nd day of December, 1954, personally appeared before me J. D. MacKenzie and G. A. Buckingham, who being duly sworn, did say that they are the Vice Presidents, and Secretary, respectively, of American Smelting and Refining Company 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 J. D. MacKenzie and G. A. Buckingham acknowledged to me that said corporation duly executed the same.

My Commission expires:

*Strike clause not applicable.

HAROLD HOWE
NOTARY PUBLIC, State of New York
No. 24-6982900
Qualified in Kings County
Certificate filed with
N. Y. Co. Clerk
Commission Expires March 30, 1956

[Signature] Notary Public
Residing at 126 77th St.
Phly 24

Recorded FEB 18 1955 at 10:01 a.m.
Request of MOUNTAIN FUEL SUPPLY CO.
Fee Paid. Hazel Taggart Chase,
Recorder, Salt Lake County, Utah
\$ 1.90 By W. Jensen Deputy
Book 1771 Page 123 Ref.

