

2295838

MM 2773 PAGE 04

Recorded at Request of MOUNTAIN FUEL SUPPLY CO.

at 8:58 P.M. Fee Paid \$ 3.00 HAZEL TAGGART CHASE, Recorder Salt Lake County, Utah
By *Geo. Goodhue* Dep. Date JUL 18 1969

RIGHT OF WAY AND EASEMENT GRANT

1 CORPORATION OF THE PRESIDENT OF THE CHURCH OF JESUS CHRIST
2 OF LATTER-DAY SAINTS, a corporation sole of the State of Utah, Grantor,
3 does hereby convey and quitclaim to MOUNTAIN FUEL SUPPLY COMPANY, a
4 corporation of the State of Utah, Grantee, its successors and assigns, for the
5 sum of ONE DOLLAR (\$1.00) and other good and valuable considerations, re-
6 ceipt of which is hereby acknowledged, a right of way and easement sixteen (16)
7 feet in width to lay, maintain, operate, repair, inspect, protect, remove and re-
8 place pipe lines, valves, valve boxes and other gas transmission and distribution
9 facilities (hereinafter collectively called "facilities") through and across the fol-
10 lowing described land and premises situated in Salt Lake County, State of Utah,
11 to-wit:

12 The land of the Grantor located in the Southeast quarter of Section 4,
13 Township 1 South, Range 1 East, Salt Lake Base & Meridian;

14 the center line of said right of way and easement shall extend through and across
15 the above described land and premises as follows, to-wit:

16 Beginning at a point 3800.48 feet South and 4427.60 feet East from
17 the Northwest corner of said Section 4, thence North 55° 44' 30" East
18 128.42 feet, more or less, to Mountain Fuel Supply Company's present
19 gas line.

20 TO HAVE AND TO HOLD the same unto the said Mountain Fuel Supply
21 Company, its successors and assigns, so long as such facilities shall be main-
22 tained, with the right of ingress and egress to and from said right of way to
23 maintain, operate, repair, inspect, protect, remove and replace the same.
24 During temporary periods Grantee may use such portion of the property along
25 and adjacent to said right of way as may be reasonably necessary in connection
26 with construction, maintenance, repair, removal or replacement of the facilities.
27 The said Grantor shall have the right to use the said premises except for the
28 purposes for which this right of way and easement is granted to the said Grantee,
29 provided such use does not interfere with the facilities or any other rights gran-
30 ted to the Grantee hereunder.

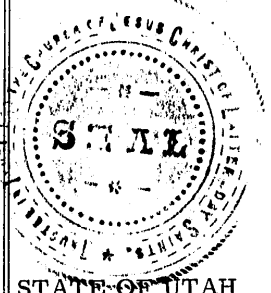
31 The Grantor shall not build or construct nor permit to be built or con-
32 structed any building or other improvement over or across said right of way,
33 nor change the contour thereof without written consent of Grantee. This right of
34 way grant shall be binding upon and inure to the benefit of the successors and as-
35 signs of Grantor and the successors and assigns of the Grantee, and may be as-
36 signed in whole or in part by Grantee.

37 By acceptance of this right of way and easement grant, Grantee agrees to
38 indemnify and save harmless Grantor from any and all loss, damage, expense,
39 claims or demands resulting from negligence of the Grantee in the construction
40 repair, maintenance, replacement or operation of Grantee's facilities hereunder.

41 It is hereby understood that any parties securing this grant on behalf of the
42 Grantee are without authority to make any representations, covenants or agree-
43 ments not herein expressed.

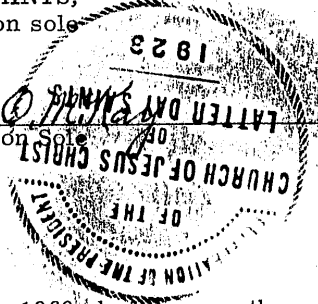
44 IN WITNESS WHEREOF, the Grantor has caused its corporate name and

1 seal to be hereunto affixed this 14 day of July, 1969.



2 CORPORATION OF THE PRESIDENT OF
3 THE CHURCH OF JESUS CHRIST OF
4 LATTER-DAY SAINTS,
5 a Utah corporation sole

6 By David O. McKay
7 Corporation Sole

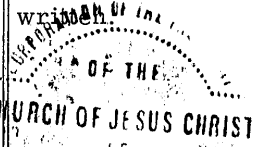


8 STATE OF UTAH)
9 : ss
10 COUNTY OF SALT LAKE)

11 On this 14 day of July A. D., 1969, before me, the
12 undersigned, a Notary Public in and for said County and State, residing therein,
13 duly commissioned and sworn, personally appeared DAVID O. McKay, known
14 to me to be the Corporation of the President of The Church of Jesus Christ of
15 Latter-day Saints, and to be the Incumbent of the corporation sole that executed
16 the within instrument, and acknowledged to me that the said corporation sole
17 executed the same.

18 IN WITNESS WHEREOF, I have hereunto set my hand and affixed my of-
19 ficial seal in the said County the day and year in this certificate first above
20 written.

21 [Signature]
22 Notary Public in and for the County of
23 Salt Lake, State of Utah



24 My commission expires:
25 July 30, 1970