

## RIGHT OF WAY AND EASEMENT GRANT

A.K.A. NIEDERHAUSER ORNAMENTAL & METAL WORKS CO., INC.  
NIEDERHAUSER ORNAMENTAL METAL WORKS, INC.

Jul. 16 1970 7/16/70  
Recorded of *Mountain Fuel Supply Co.*  
Fee Paid HAZEL TAGGART CHASE  
Recorder Salt Lake County, Utah  
S. D. D. *W. N. Niederhauser*  
Ref.

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 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 Southeast quarter of the Northwest quarter of Section 9, Township 1 South, Range 1 West, 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 750.5 feet North and 292.17 feet West from the center of said Section 9, said point being on the North line of 9th South Street, thence North 510 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.

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 13 day of July, 1970.

ATTEST:

(SEAL)

STATE OF UTAH

County of Salt Lake ss.

On the 13th day of July, 1970, personally appeared before me Willard Niederhauser and George M. Niemann, who being duly sworn, did say that they are the President and Secretary, respectively, of Niederhauser Ornamental Metal Works, 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 Willard Niederhauser and George M. Niemann acknowledged to me that said corporation duly executed the same.

My Commission expires:

July 30, 1974

Strike clause not applicable.

Rev. 3-1971

Notary Public

Residing at

Salt Lake City  
Utah