

6157

RIGHT OF WAY AND EASEMENT GRANT

UTAH STATE DIVISION OF WILDLIFE RESOURCES, a body politic of the State of Utah, Grantor, does hereby convey and quit claim to MOUNTAIN FUEL SUPPLY COMPANY, a Corporation of the State of Utah, Grantee its successors and assigns, for the sum of ONE DOLLAR (\$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 Cache, State of Utah, and more particularly described as follows, to-wit:

Beginning on the North line of State Highway #69 at a point 672.4 feet West from the Southeast corner of Lot 2, Block 34, Plat "E", Logan Farm Survey, thence North 295 feet, thence West 16 feet, thence South 196 feet, thence West 93 feet, thence South 16 feet, thence East 93 feet, thence South 83 feet, thence East 16 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.

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

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 27 day of July, 1971.

APPROVED AS TO FORM
VERNON B. ROMNEY,
Attorney General

STATE OF UTAH) SS
COUNTY OF CACHE)
FILED AND RECORDED FOR
M.T. Steel Supply Co
DEC 2 11 22 AM '71

364073 FEE \$2.00

UTAH STATE DIVISION OF WILDLIFE RESOURCES

By Ford G. Scalley
FORD G. SCALLEY
Assistant Attorney General

IN BOOK 139 OF RECORD
PAGE 639
GRETTA B. SMITH
COUNTY RECORDER

By John E. Phelps
Director

STATE OF UTAH)
: ss.
County of Salt Lake)

Robert E. Hamilton
Department of Natural Resources

On the 27 day of July, 1971, personally appeared before me John E. Phelps, who being by me duly sworn did say that he is the Director of Utah State Division of Wildlife Resources and that said instrument was signed in behalf of said Commission by resolution of the Commission, and said John E. Phelps acknowledged to me that said Commission executed the same in behalf of the State of Utah.

APPROVED AS TO AVAILABILITY OF FUNDS

My commission expires

Clara D. Davis
Notary Public

July 5, 1974

Residing at Bonanza Hill

