

3655035

RIGHT OF WAY AND EASEMENT GRANT

SALT LAKE COUNTY, a BODY CORPORATE AND 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 thirty (30) 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:

Land of the Grantor located in Lot 2, Block 78, Plat "A", Salt Lake City Survey, in the Northeast Quarter of Section 1, 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 on the North right of way line of 100 South Street, said point East 15.00 feet from the Southwest Corner of Lot 2, Block 78, Plat "A", Salt Lake City Survey, in said Section 1, thence North 300.00 feet to the South right of way line of Folsom Avenue.

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.

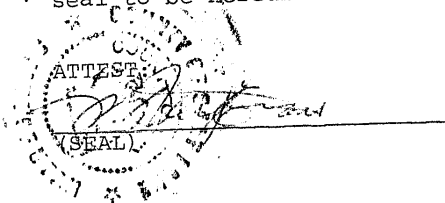
The Grantor shall not build or consturct nor permit to be built or constructed any building or other improvement over or across said right of way, nor change the contour thereof without written consent of Grantee. This right of way grant shall be binding upon and inure to the benefit of the successors and assigns of Grantor and the successors and assigns of the Grantee, and may be assigned in whole or in part by Grantee.

Salt Lake County shall have the right at all times and in such a manner as it deems necessary to construct roads, or to carry out other County purposes, over, across and through the premises covered by this Easement and when Grantee's facilities interfere with any County purpose, upon receipt of written notice from Salt Lake County, Grantee will, as required, remove, relocate or adjust those of its facilities designated within a reasonable time after such notice and at expense of Salt Lake County.

By acceptance of this right of way and easement, Grantee agrees to indemnify and save harmless Salt Lake County 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 3rd day of March, 1982.



SALT LAKE COUNTY
By [Signature]
Chairman, Board of County Commissioners

*APPROVED AS TO FORM
Salt Lake County Attorney's Office
Date 2 Mar 82
By [Signature]
County Clerk

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KATHLEEN KON
REGISTRAR
SALT LAKE COUNTY
UTAH

MAR 9 3 41 PM '82

S. L. G. Commissioners

REC'D
\$ DEPT

No Fee
[Signature]
REGISTER 15th Floor