



\*W2401587\*

When Recorded Mail to:

Praxair Distribution, Inc.  
Attn: Edward R. Durkin  
39 Old Ridgebury Road  
Danbury, Connecticut 06810

E# 2401587 PG 1 OF 6  
ERNEST D ROWLEY, WEBER COUNTY RECORDER  
31-MAR-09 208 PM FEE \$23.00 DEP SC  
REC FOR: METRO NATIONAL TITLE  
ELECTRONICALLY RECORDED

APN: 12-120-~~0013~~, 0038; and 0011

12-120-0014

**GRANT OF EASEMENT  
AND RIGHT OF WAY**

This GRANT OF EASEMENT AND RIGHT OF WAY has been executed on this 30 day of MARCH 2009 by RALPH S. OMAN, Trustee of The Ralph S. Oman Revocable Living Trust dated 09-18-2001 and JULIE W. OMAN, Trustee of The Julie W. Oman Revocable Living Trust dated 09-18-2001 both of 4397 North 350 West, Ogden, Utah 84414 as the GRANTORS and by PRAXAIR DISTRIBUTION, INC., a Delaware corporation of 39 Old Ridgebury Road, Danbury, Connecticut 06810 as the GRANTEE.

WHEREAS, Grantors are the owners of certain real property located in Weber County, State of Utah that is more particularly described on the Exhibit "A" that is attached hereto and by this reference made a part hereof (hereinafter the "Grantors' Property").

WHEREAS, Grantee is the owner of a certain parcel of real property which abuts the Easement Property on the North which is also located in Weber County, State of Utah and that is more particularly described on the Exhibit "B" that is attached hereto and by this reference made a part hereof (hereinafter the "Grantee's Property").

WHEREAS, Grantee is desirous of obtaining an easement and right of way over and across the Easement Property for ingress and egress to and from Gibson Avenue for the benefit of the Grantee's Property. Grantors are willing to grant such an easement and right of way upon certain terms and conditions.

THEREFORE, in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration paid by one to the other the receipt and sufficiency of which are hereby acknowledged, and in further consideration of the mutual covenants and agreements contained herein, Grantors and Grantee hereby agree as follows:

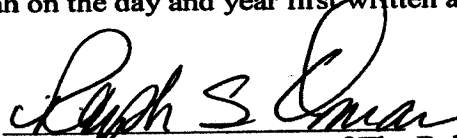
1. GRANT OF EASEMENT AND RIGHT OF WAY. The Grantors hereby grant and convey to the Grantee a perpetual, non-exclusive easement and right of way over and across a portion of the Grantors' Property that is more fully described on the Exhibit "C" that is attached hereto and by this reference made a part hereof (the "Easement Property") with full and free right of access for Grantee, its tenants, servants, visitors and licensees, at all times hereafter with or without vehicles for

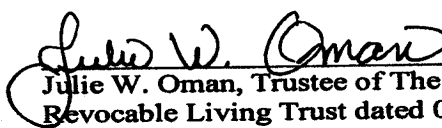
the purpose of providing for ingress and egress to and from Gibson Avenue to the Grantee's Property.

2. **APPURTENANT.** It is understood and agreed that the easement and right of way granted herein shall be appurtenant to and shall run with the title to the Grantee's Property.
3. **MAINTENANCE.** All costs associated with the maintenance and repair of the Easement Property and the improvements constructed thereon shall be borne by the Grantee. Grantee shall also be responsible for property taxes and assessments that accrue against the Easement Property.
4. **INDEMNIFICATION.** The Grantors and Grantee agree to protect, indemnify and save harmless the other, their successors and assigns from and against any and all liability, loss, cost, damage, expense and claims of every kind and nature due to injury or death of any person or loss of or damage to any property whatsoever, arising directly or indirectly out of or incident to the use of the Easement Property by the respective parties. Notwithstanding the foregoing, Grantors and Grantee shall not be liable to the other for consequential, special or indirect damages relating to their use of the Easement Property.
5. **NO INTERFERENCE.** At all times, the Easement Area shall be kept free and open and Grantors nor Grantee shall not prohibit or attempt to prohibit the use of the Easement Area by the other party for the purposes herein described. No improvements, barriers, structures or other obstructions shall be placed, installed, constructed or located on the Easement Area which shall prevent or interfere with the use of the Easement Area as contemplated herein.
6. **SUCCESSORS AND ASSIGNS.** The easement and right of way created hereby and the terms hereof shall inure to the benefit of and shall be binding upon the Grantors and the Grantee and their respective heirs, personal representatives, successors and/or assigns.

IN WITNESS WHEREOF, the Grantor and Grantee have executed this Agreement in Salt Lake City, Utah on the day and year first written above.

GRANTORS:

  
 Ralph S. Oman, Trustee of The Ralph S. Oman  
 Revocable Living Trust dated 09-18-2001

  
 Julie W. Oman, Trustee of The Julie W. Oman  
 Revocable Living Trust dated 09-18-2001

GRANTEE: Praxair Distribution, Inc. a Delaware corporation

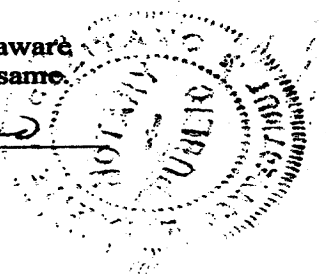
By: [Signature]  
Its: Edward R. Durkin  
Director, Corporate Real Estate

STATE OF Connecticut )  
COUNTY OF Fairfield ) ss. Danbury

On the 23<sup>rd</sup> day of February 2009, personally appeared before me Edward R. Durkin, a signer of the foregoing instrument who duly acknowledged to me that he executed the same in his capacity as the Director, Corporate Real Estate of Praxair Distribution, Inc., a Delaware corporation and who further acknowledged that said corporation executed the same.

IRENE F. GAZITANO  
NOTARY PUBLIC  
MY COMMISSION EXPIRES AUG. 31, 2012

[Signature]  
NOTARY PUBLIC



STATE OF UTAH )  
COUNTY OF Salt Lake ) ss.

On the 30 day of MARCH 2009, personally appeared before me RALPH S. OMAN, a signer of the foregoing instrument, who duly acknowledged to me that he executed the same in his capacity as the Trustee of The Ralph S. Oman Revocable Living Trust dated 09-18-2001.

Notary Public  
MARGARET DUFFY  
345 East Broadway  
Salt Lake City, Utah 84111  
My Commission Expires  
January 23, 2010  
State of Utah

[Signature]  
NOTARY PUBLIC

STATE OF UTAH )  
COUNTY OF Salt Lake ) ss:

On the 30 day of MARCH 2009, personally appeared before me JULIE W. OMAN, a signer of the foregoing instrument, who duly acknowledged to me that she executed the same in her capacity as the Trustee of The Julie W. Oman Revocable Living Trust dated 09-18-2001.

Notary Public  
MARGARET DUFFY  
345 East Broadway  
Salt Lake City, Utah 84111  
My Commission Expires  
January 23, 2010  
State of Utah

[Signature]  
NOTARY PUBLIC

EXHIBIT "A"

(the Grantor's Property)

Oman Parcel with 30 Foot Right Of Way Legal Description

12-120-0045 *gr R*

Beginning at a point on the west line of Gibson Avenue, said point being North 0°58'00" East 268.78 feet along the monument line and North 89°02'00" West 30.00 feet from an Ogden City Survey Monument in the intersection of Gibson Avenue and 13th Street, and running:

Thence South 86°20'00" West 334.88 feet;

Thence South 0°58'00" West 4.55 feet to the center line of an irrigation ditch;

Thence North 86°43'00" West 70.12 feet along the center line of said irrigation ditch to a point said to be South 0°47'21" West 2078.00 feet along the section line to the center line of said irrigation ditch and South 86°43'00" East 122.34 feet along the center line of said irrigation ditch from the Northeast Corner of Section 19, Township 6 North, Range 1 West, Salt Lake Base and Meridian;

Thence North 0°58'00" East 281.62 feet;

Thence South 89°03'15" East 70.06 feet;

Thence South 0°58'00" West 249.83 feet;

Thence North 86°20'00" East 334.88 feet to the west line of Gibson Avenue;

Thence South 0°58'00" West 30.10 feet along the west line of Gibson Avenue to the point of beginning.

## EXHIBIT "B"

(the Grantee's Property)

12-120-0044 *JA*

Beginning at a point on the West line of Gibson Avenue, said point being North 0°58'00" East 298.88 feet along the monument line and North 89°02'00" West 30.00 feet from an Ogden City Survey Monument in the intersection of Gibson Avenue and 13th Street; and running thence South 86°20'00" West 334.88 feet to a point said to be South 0°47'21" East 2078.00 feet along the section line to the center line of an irrigation ditch and South 86°43'00" East 192.46 feet along the center line of said irrigation ditch and North 0°58'00" East 34.65 feet from the Northeast corner of Section 19, Township 6 North, Range 1 West, Salt Lake Base and Meridian; thence North 0°58'00" East 71.88 feet; thence South 89°03'15" East 109.87 feet; thence North 0°58'00" East 76.32 feet; thence South 89°02'00" East 223.92 feet to the West line of Gibson Avenue; thence South 0°58'00" West 121.19 feet along the West line of Gibson Avenue to the point of beginning.

EXHIBIT "C"

(the Easement Property)

PT 12-120-0045 J

Beginning at a point on the West line of Gibson Avenue, said point being North 0degrees 58' 00" East 268.78 feet along the monument line and North 89degrees 02' 00" West 30.00 feet from an Ogden City survey monument in the intersection of Gibson Avenue and 13<sup>th</sup> Street, and running thence South 86degrees 20' 00" West 334.88 feet; thence North 0degrees 58' 00" East 30.10 feet; thence North 86degrees 20' 00" East 334.88 feet to the West line of Gibson Avenue; thence South 0degrees 58' 00" West 30.10 feet along the West line of Gibson Avenue to the point of beginning.