

4438689

RIGHT OF WAY AND EASEMENT GRANT

THE UNIVERSITY OF UTAH, a Body Corporate and Politic 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 DOLLAR (\$1.00) and other good and valuable considerations, receipt of which is hereby acknowledged, a right of way and easement Sixteen (16) 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 Section 3, Township 1 South, Range 1 East, 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 1,096.40 feet North and 4,227.06 feet West from the Southeast Corner of said Section 3; thence North 49°00'00" West 316.00 feet; thence North 31°00'00" East 90.00 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.

Grantee shall, if requested by Grantor or its successors in interest or assigns of any portion of the above described real property, and entirely at the expense of the party making such request, move or change the location or depth of portions or all of the facilities of the Grantee situated upon the above described real property to permit construction upon or other use of said real property upon which said facilities are constructed. If the facilities of the Grantee are moved to a new location, Grantor or its successors in interest or assigns further agree that it will grant within a reasonable period of time a new or replacement right of way and easement to the Grantee.

It is expressly understood by and between the parties hereto that the University of Utah has leased surface rights to the land which is the subject of this right of way and easement grant to UNIVERSITY INN ASSOCIATES, a partnership, by a lease dated the 24 day of June, 1985. This right of way and easement grant is subject to said lease (a copy of which is on file at the Research Park Office, University of Utah) and is subject to the granting of a similar right of way and easement to Mountain Fuel Supply Company by University Inn Associates.

By acceptance of this right of way and easement grant, Grantee agrees to indemnify and save harmless THE UNIVERSITY OF UTAH 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.

RETURN TO:
MOUNTAIN FUEL SUPPLY COMPANY
P.O. BOX 11368
SALT LAKE CITY, UT. 84139
ATTENTION: LINDA JOHNSON

BOOK 5904 PAGE 1952

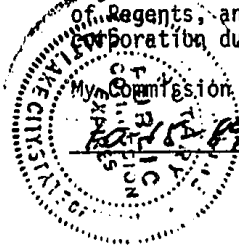
It is hereby understood that any parties securing this grant on behalf of the Grantee are without authority to make any representations, covenants or agreements not herein expressed.

IN WITNESS WHEREOF the Grantor has caused its corporate name and seal to be hereunto affixed this 15th day of December, 19 86.

ATTEST: THE UNIVERSITY OF UTAH
BY: Charles J. Evans Walter J. Inami

STATE OF UTAH }
COUNTY OF SALT LAKE } ss.

On the 15th day of December, 19 86, personally appeared before me WALTER P. GNECHIA, who being duly sworn, did say that he is the Vice President of THE UNIVERSITY OF UTAH, and that the foregoing instrument was signed on behalf of said corporation by authority of a resolution of its Board of Regents, and said WALTER P. GNECHIA acknowledged to me that said corporation duly executed the same.



My Commission Expires: APR 15 1989

W. Gnechia
Notary Public
Residing at SALT LAKE COUNTY, UTAH

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KATIE L. DIXON
RECORDER
SALT LAKE COUNTY,
UTAH
APR 16 3 58 PM '87
MOUNTAIN FUEL
SUPPLY
DEP
Edward Mike
EDWARD MIKA

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1986-1-1025

BOOK 5904 PAGE 1953