

RIGHT OF WAY AND EASEMENT GRANT

BOX ELDER COUNTY, a body politic of the State of Utah, Grantor, does hereby convey and quitclaim to MOUNTAIN FUEL SUPPLY COMPANY, a corporation of the State of Utah, Grantee, its successors and assigns, for the sum of THREE HUNDRED SIXTY & NO/100 DOLLARS (\$360.00) 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 pipelines, valves, valve boxes and other gas distribution facilities through and across the following described land and premises situated in Box Elder County, State of Utah, to-wit:

The land of the Grantor, located in the Southeast quarter, Section 27, North half Section 34, and the Northeast quarter Section 33, Township 10 North, Range 2 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 located 4,769.49 feet South and West 458.85 feet from the Northeast corner of said Section 27, running thence South 77°49' West 131.06 feet; thence North 86°54' West 106.21 feet; thence South 82°51'30" West 137.35 feet; thence South 75°59'30" West 220.7 feet to a point 15.0 feet north of the center line of old Oregon Short Line Baker's Spur; running thence South 66°20'24" West paralalled to and 15.0 feet from said center line a distance of 5,389.21 feet more or less to Interstate Highway #15 right of way fence.

TO HAVE AND TO HOLD the same unto the said Mountain Fuel Supply Company, its successors and assigns, so long as such pipeline or lines, valves or valve boxes and other gas distribution 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. The said Grantor to fully use the said premises except for the purposes for which this right of way and easement is granted to said Grantee.

The Grantor shall not build or construct nor permit to be built or constructed any building or other enclosed structure over or across said right of way. This right of way grant shall be binding upon and inure to the benefit of the successors and assigns of the Grantor and the successors and assigns of the Grantee. By acceptance of this right of way and easement grant, the Mountain Fuel Supply Company agrees to indemnify and save harmless Box Elder County from any and all loss, damage, expense, claims or demands caused directly or indirectly by the construction, repair, maintenance, replacement or operation of said pipeline.

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 name and seal to be hereunto affixed this 23rd day of Dec, 1963.

ATTEST:
[Signature]

BOX ELDER COUNTY
BY [Signature]
Chairman
Board of County Commissioners

STATE OF UTAH)
 : ss.
County of Box Elder)

On the 23rd day of December, 1963, personally appeared before me [Signature] and [Signature], who being duly sworn did say that they

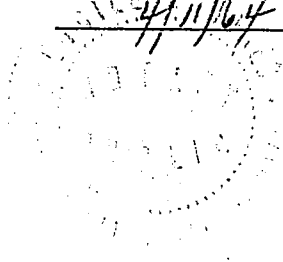
are the Chairman of the Board of Box Elder County Commissioners and the Box Elder County Clerk, respectively, and that the foregoing instrument was signed on behalf of the said county by authority of a resolution of the Board of County Commissioners of Box Elder County, and said Wm. R. Harbor and W. B. Olson acknowledged to me that said county executed the same.

My commission expires:

4/11/64

Lucile L. Howell
Notary Public

Residing at Brigham City, Utah



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33-10-2 ✓
34-10-2 ✓