

RIGHT OF WAY AND EASEMENT GRANT

SOUTH JORDAN CANAL COMPANY, a Corporation 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 to lay, maintain, operate, repair, inspect, protect, remove and replace pipe lines, valves, valve boxes, pipe line towers, anchors and other gas transmission and distribution facilities (hereinafter collectively called "facilities"), said right of way being situated in the County of Salt Lake, State of Utah, and more particularly described as follows, to-wit:

Beginning at a point 32.97 feet North and 30.49 feet West from the South quarter corner of Section 9, Township 2 South, Range 1 West, Salt Lake Base and Meridian, said point being on the North line of 5400 South Street, thence North 42° 45' West 307.38 feet, thence North 24° 16' West 105 feet, thence North 25° 34' 50" West 216.85 feet, thence North 34° 07' 50" West 28.8 feet, thence South 86° West 12.5 feet, thence North 34° 07' 50" West 10 feet, thence North 86° East 12.5 feet, thence North 34° 07' 50" West 41.2 feet, thence North 64° 25' 10" East 30 feet, thence South 34° 07' 50" East 82.24 feet, thence South 25° 34' 50" East 230.99 feet, thence South 24° 16' East 89.01 feet, thence South 42° 45' East 314.69 feet, thence South 0° 14' 53" East 11.4 feet to the North line of 5400 South Street, thence South 89° 58' 11" West along said North line of Street 30.35 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, the Grantee agrees to construct and operate such pipe line in such manner as to cause no injury or damage to the Grantor's canal, and does hereby agree to indemnify and save the Grantor harmless 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 7<sup>th</sup> day of May, 1965.

*Jay W. Labrum*  
(SEAL) Secretary

SOUTH JORDAN CANAL COMPANY  
By *Herman C. Nielsen*  
President

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

On the 7<sup>th</sup> day of May, 1965, personally appeared before me Herman C. Nielsen and Jay W. Labrum, who being duly sworn, did say that they are the President and Secretary, respectively, of South Jordan Canal Company and that the foregoing instrument was signed on behalf of said corporation by authority of a resolution of its Board of Directors, and said President and Secretary acknowledged to me that said corporation duly executed the same.

My commission expires

*May 16, 1968*

*Jay W. Labrum*  
Notary Public

Residing at *Salt Lake City*

Recorded at Request of MOUNTAIN FUEL SUPPLY CO.  
M.F.S.A. Fee Paid \$2.00 HAZEL TAGGART CHASE, Recorder Salt Lake County, Utah  
MAY 14 1965  
By *Jay W. Labrum* Dep. Date