

Ref. DEED OF EASEMENT FOR RIGHT OF WAY

The UNIVERSITY OF UTAH, a body corporate and politic of the State of Utah, hereinafter referred to as "University", hereby conveys and grants to MOUNTAIN FUEL SUPPLY COMPANY, a corporation of the State of Utah, herein-after referred to as "Fuel Company", an Easement and Right of Way 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:

The land of the Grantor located in the Northwest Quarter of Section 4, Township 1 South, Range 1 East, and in the South half of Section 33, Township 1 North, Range 1 East, Salt Lake Base and Meridian;

The right of way and easement shall extend through and across the above described land and premises and shall be fifteen (15) feet wide, lying seven and one-half ( $7\frac{1}{2}$ ) feet on each side of the following described center line, to wit:

Beginning at a point 20 feet North of the City Monument on the West line of the University of Utah property; said Monument is located on Federal Way 200 feet East from the City Monument on Wolcott Avenue, thence North  $89^{\circ} 58' 03''$  East 217 feet, thence North  $9^{\circ} 41'$  East 219.3 feet, thence North  $13^{\circ} 01'$  West 442.2 feet, thence on a curve to the right having a radius of 280.3 feet a distance of 503.97 feet, thence East 458.40 feet, thence South  $88^{\circ} 28' 32''$  East 161.63 feet, thence on a spiral curve to the left having a chord bearing North  $85^{\circ} 57' 20''$  East 209.46 feet for a distance of 210.01 feet, thence on a curve to the left having a radius of 450.26 feet for a distance of 447.94 feet, thence North  $16^{\circ} 43' 50''$  East 176.84 feet, thence on a curve to the right having a radius of 375.26 feet a distance of 465.45 feet, thence South  $89^{\circ} 59'$  East 246.74 feet, thence on a curve to the right having a radius of 443.47 feet a distance of 391.63 feet to a point which

is South 271.16 feet and West 36.21 feet from the U. S. Monument No. 11, thence North 51° 34' 36" East 323.5 feet, thence on a curve to the right with a radius of 309.5 feet and central angle of 49° 00' 35" a distance of 264.74 feet, thence South 79° 40' East 50.06 feet, thence North 51° 32' East 141.0 feet, more or less, to the West line of a Mountain Fuel Supply Company 33 foot right of way.

This easement is granted for and in consideration of the premises and of the sum of one dollar (\$1.00) and other good and valuable consideration paid by the Fuel Company to the University. In accordance with the provisions contained in that certain quitclaim deed from the United States of America to the University executed on or about October 26, 1948, and recorded in the land records of Salt Lake County, Utah, in book 614 at pages 211-215 (the said quitclaim deed being binding upon and enforceable against the University, its successors and assigns and each of them), the aforementioned consideration has been paid over to the United States of America.

This Easement is granted subject to the following conditions and limitations:

1. Fuel Company shall maintain and repair said facilities and everything relating thereto without cost or expense to the University and in such a manner as shall not interfere with the operations of the University.

2. The use and occupation of said land incident to the exercise of the privileges herein granted shall be subject to such rules and regulations as the University may from time to time prescribe, provided the rules and regulations do not unreasonably interfere in the Fuel Company's use.

3. The erection of any facilities above the

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surface of the land shall be made by Fuel Company in accordance with the plans and specifications submitted to and approved by the University before any work on said facilities by the Fuel Company shall be commenced. The Fuel Company shall not erect any fence or other similar barrier around or in connection with any reducing station, building or other buildings erected upon the surface of the ground without the written approval of the University first being obtained. The Fuel Company shall landscape any property on which it has placed any pipe line or structures and said landscaping shall be approved by the University. Once the landscaping is completed, the University shall maintain the landscaped area.

4. Any property of the University damaged or destroyed by the Fuel Company's negligence or fault incident to the use of said utility shall be promptly repaired or replaced by the Fuel Company or at the option of the University such damage shall be paid for in an amount sufficient to compensate for the loss sustained.

5. The University reserves to itself the right to construct, use and maintain across, over and/or under the right of way hereby granted all facilities that it may choose so to do in such manner as not to create any unreasonable interference with the use of the easement herein granted.

6. The University shall not be responsible for any damages to property or injuries to persons which may arise from or be incident to the use and occupation of the premises in connection with the easement herein granted and Fuel Company hereby agrees to save and hold the University harmless from any and all claims in respect

Refers to:

MOUNTAIN FUEL SUPPLY COMPANY, Attn: Mr. C. R. Holland  
P. O. Box 11368, Salt Lake City, Utah 84111

thereto except for those arising from the University's own misconduct.

7. In the event all or any portion of said land occupied by said Easement shall be needed by the University or should the existence of such Easement be considered detrimental to the activities of the University on said property, Fuel Company shall, from time to time, upon notice so to do and as often as may be required, remove all or any part of said facilities to another, practical location or locations on the University's land as may be designated by it and in the event said facilities shall not be thus removed or relocated within ninety (90) days after said notice, the University may cause this Easement to be terminated and cancelled.

8. This Easement may be terminated by the University for failure, neglect, or refusal by Fuel Company fully and promptly to comply with any and all conditions of this grant or for non-use and abandonment.

9. Upon cancellation or termination of the Easement herein granted, Fuel Company shall with reasonable diligence, upon written request of the University and without expense to the University, remove said facilities from said land and restore the premises in a condition satisfactory to the University.

10. This Grant and Easement is subject to the approval of the Secretary of Health, Education and Welfare before the same shall be effective.

11. The conditions of this Easement shall extend to and be binding upon and shall inure to the benefit of the successors and assigns of the University and Fuel Company.

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IN WITNESS WHEREOF the University of Utah has caused this Easement to be executed by its duly authorized agent this 23rd day of November, 1966.

ATTEST:

UNIVERSITY OF UTAH



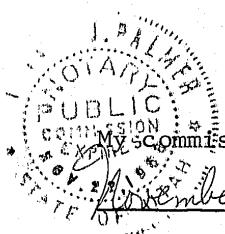
Paul D. Hansen  
Secretary

By Edward W. Clyde  
Chairman, Board of Regents

STATE OF UTAH )  
ss.  
COUNTY OF SALT LAKE )

On the 23rd day of November, 1966, personally appeared before me Edward W. Clyde, Chairman of the Board of Regents of the University of Utah, a body corporate and politic, who duly acknowledged to me that the foregoing instrument was signed by him as Chairman of the Board of Regents of the University of Utah pursuant to a resolution of said Board and the said Edward W. Clyde duly acknowledged to me that the said University of Utah executed the foregoing document.

Miriam J. Palmer  
Notary Public  
Residing at Salt Lake City, Utah



CONSENT BY THE UNITED STATES OF AMERICA

The United States of America, acting by the Secretary of Health, Education, and Welfare, through a designated employee of the Department of Health, Education, and Welfare, does hereby consent to the grant and conveyance of the foregoing Deed of Easement for Right of Way by the University of Utah to Mountain Fuel Supply Company.

Return to:

MOUNTAIN FUEL SUPPLY COMPANY, Attn: Mr. C. R. Holland  
P. O. Box 11368, Salt Lake City, Utah 84111

UNITED STATES OF AMERICA  
 Acting by and through the  
 Secretary of Health, Education,  
 and Welfare

By Clayton S. Brown  
 Clayton S. Brown  
 Regional Representative  
 Region VIII, Department  
 of Health, Education, and  
 Welfare

STATE OF COLORADO )  
 ss.  
 CITY AND COUNTY OF DENVER )

On this 28th day of November, 1966,  
 before me Maryard H. Castorline, a Notary Public, personally  
 appeared Clayton S. Brown, known to me to be the Regional  
 Representative, Region VIII, Division of Surplus Property  
 Utilization, Department of Health, Education, and Welfare,  
 and known to me to be the person who executed the within  
 instrument on behalf of the Secretary of Health, Education,  
 and Welfare for the United States of America and acknowledged  
 to me that he subscribed to the said instrument the name of the  
 United States of America and the name of the Secretary of  
 Health, Education, and Welfare on behalf of the United States  
 of America, and further that the United States of America  
 executed the foregoing instrument.

My commission expires on My Commission expires October 22, 1969

Witness my hand and official seal.

Maryard H. Castorline  
 Notary Public



Return to:

MOUNTAIN FUEL SUPPLY COMPANY, Attn: Mr. C. R. Holland  
 P. O. Box 11368, Salt Lake City, Utah 84111