

RIGHT OF WAY AND EASEMENT GRANT

Ref. _____ Deputy

L. Marcus Jensen and Jean A. Jensen, his wife
Grantors, of Salt Lake County, State of Utah, do 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 and No/100 DOLLARS (\$ 1.00) and other good and valuable considerations, receipt of which is hereby acknowledged, a right of way and easement twenty 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 the County of Salt Lake, State of Utah, to-wit:

The land of the Grantors located in Lots 7 and 8, Block 2, Plat "A", Amended Mill Creek Park Subdivision, a part of the Northeast quarter of the Northwest quarter of Section 33, 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 6.64 feet North and 89.7 feet East from the Northwest corner of said Lot 7, said point being on the South line of Mill Creek Way, thence South 1° 50' East 111.44 feet, thence South 8° 40' East 53.33 feet, thence on a curve to the left with a radius of 52 feet and a central angle of 80° 30' a distance of 73.06 feet, thence South 89° 10' East 33 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.

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.

WITNESS the execution hereof this 30th day of January, 1970.

L. Marcus Jensen
L. Marcus Jensen
Jean A. Jensen
Jean A. Jensen

Witness
Witness

STATE OF UTAH
County of Salt Lake } ss.

On the 30th day of January, 1970, personally appeared before me L. Marcus Jensen and Jean A. Jensen, his wife, the signer of the foregoing instrument, who duly acknowledged to me that they executed the same.

My Commission expires: July 6, 1970
RW-1 SL 5-61

Robert A. Anderson
Notary Public
Residing at Salt Lake