

RIGHT OF WAY AND EASEMENT GRANT

2393777

Grant Jacobsen and Thelma Jacobsen, 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 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 the County of Salt Lake, State of Utah, to-wit:

The land of the Grantors located in Lot 11, Block 17, Ten Acre Plat "A", Big Field Survey;

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 295.30 feet South and 717.25 feet West from the Northeast corner of said Lot 11, thence North 89° 50' East 225 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 Grantors 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.

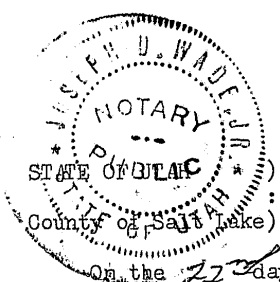
The Grantors shall not build or construct nor permit to be built or constructed any building or other improvement over or across said right of way, nor change the contour thereof without written consent of Grantee. This right of way grant shall be binding upon and inure to the benefit of the successors and assigns of Grantors and the successors and assigns of the Grantee, and may be assigned in whole or in part by Grantee.

Grantors further declare that neither Grantee nor its successors or assigns shall be in any way responsible, nor shall Grantee, its successors or assigns, suffer any liability to the Grantors, their successors or assigns, for any damage to the well located within the right of way or any water lines connected therewith, which damage is the result of, or may be claimed to have been the result of, the installation and/or maintenance of said facilities, and Grantors agree to indemnify and hold Grantee and its officers, directors and agents harmless from any and all claims, damages, costs, expenses and actions of every nature and character which arise out of or may be claimed to have arisen out of damage to said well and/or associated water lines, which damage may be claimed to have arisen in connection with the installation, existence, and/or maintenance of said gas lines, and this indemnity and hold harmless provision shall be deemed to be a covenant running with the land and shall attach for the benefit of the Grantee hereunder to any successor in interest of the Grantors.

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 22nd day of June, 1971.

Grant Jacobsen
Grant Jacobsen
Thelma Jacobsen
Thelma Jacobsen



Recorded at Request of Mountain Fuel
at 9:17A Fee Paid \$ 200 JERADEAN MARTIN, Recorder Salt Lake County, Utah
By EARL R. [Signature] Dep. Date JUN 28 1971

On the 22nd day of June, 1971, personally appeared before me Grant Jacobsen and Thelma Jacobsen, his wife, the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

My commission expires:
9-9-71

Joseph D. Wade
Notary Public
Residing at Salt Lake City

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