

2597582

# RIGHT OF WAY AND EASEMENT GRANT

BOISE CASCADE CORPORATION  
 a Corporation of the State of Delaware, 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 and No/100 - - - - - DOLLARS (\$1.00.....) and other good and valuable considerations, receipt of which is hereby acknowledged, a right of way and easement 16 1/2 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 Salt Lake County, State of Utah, to-wit:

The land of the Grantor in the Northeast quarter of the Northeast quarter of Section 12 and the Southeast quarter of the Southeast quarter of Section 1, Township 2 South, Range 1 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 on the North property line of 4800 South Street at a point South 45.49 feet and West 1,036.65 feet from the Northeast corner of said Section 12, thence North 00° 14' East 420 feet.

Recorded JAN 31 1974 at 932  
MOUNTAIN FUEL SUPPLY CO.  
 Request of \_\_\_\_\_  
 Fee Paid JERADEAN MARTIN  
 Recorder, Salt Lake County, Utah  
 \$ 2.00 By [Signature] Deputy  
 Ref. \_\_\_\_\_

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.

IN WITNESS WHEREOF the Grantor has caused its corporate name and seal to be hereunto affixed this 8 day of Jan, 1974.

ATTEST: BOISE CASCADE CORPORATION

[Signature] Secretary  
[Signature] President

STATE OF UTAH  
 County of Salt Lake ss.

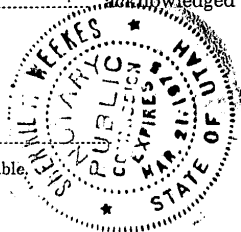
On the 8 day of Jan, 1974, personally appeared before me Vestor W. Jones and Stan Bell, who being duly sworn, did say that they are the Manager and Sales Manager, respectively, of Boise Cascade, 265 N. 4th W. Salt Lake City, Utah, and that the foregoing instrument was signed on behalf of said corporation by authority of a resolution of its Board of Directors, (or) its By-Laws, and said Victor W. Jones and Stan Bell acknowledged to me that said corporation duly executed the same.

My Commission expires:

3/31/75

\*Strike clause not applicable.

RW-3 SL 5-61



Sheril M. Weeks  
 Notary Public  
 Residing at Salt Lake

BOOK 3509 PAGE 85