

THE UNIVERSITY OF UTAH, a Body Corporate and Politic 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 Twenty (20) 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 located in the Southwest quarter of Section 3, 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:

- A. Beginning at a point 2401.74 feet North and 3147.16 feet West from the Southeast Corner of said Section 3, said point on the North right of way line of Chipeta Way; thence North 53°09'41" East 179.00 feet; thence North 36°47'26" West 25.00 feet; thence North 53°12'34" East 41.00 feet; thence North 64°47'48" East 213.79 feet; thence North 34°06'41" East 202.58 feet; thence North 12°02'40" East 98.82 feet; thence North 17°54'24" East 99.46 feet; thence North 07°30'46" East 99.50 feet; thence North 05°13'50" East 99.27 feet; thence North 01°42'14" West 90.28 feet; thence North 56°54'47" East 195.88 feet; thence North 46°50'30" West 1147.11 feet; thence South 56°34'56" West 262.76 feet; thence North 33°35'11" West 38.14 feet to the South boundary line of Mountain Fuel Supply Company Regulator Station Site No. 108.

ALSO a sixteen (16.00) foot center line right of way:

- B. Beginning at a point on the North right of way line of Chipeta Way, said point being 2792.26 feet North and 3570.61 feet West from the Southeast Corner of said Section 3; thence North 02°59'47" West 240.40 feet; thence North 17°11'42" East 421.93 feet; thence North 21°00' East 213.50 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.

Grantee shall, if requested by Grantor or its successors in interest or assigns of any portion of the above described real property, and entirely at the expense of the party making such request, move or change the location or depth of portions or all of the facilities of the Grantee situated upon the above described real property to permit construction upon or other use of said real property upon which said facilities are constructed. If the facilities of the Grantee are moved to a new location, Grantor or its

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successors in interest or assigns further agree that it will grant within a reasonable period of time a new or replacement right of way and easement to the Grantee.

It is expressly understood by and between the parties hereto that the University of Utah has leased surface rights to the land which is the subject of the "B" portion of this right of way and easement grant to Northwest Energy Corporation by a lease dated September 20, 1978. Also, the "A" portion of this right of way and easement lies within an area previously granted to Salt Lake City as a right of way for utilities and roadway purposes. This right of way and easement grant is subject to the Grantee securing the appropriate approvals from those previously granted rights of use to the same area.

By acceptance of this right of way and easement grant, Grantee agrees to indemnify and save harmless THE UNIVERSITY OF UTAH 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 28th day of August, 1981.

THE UNIVERSITY OF UTAH

By Walter P. Gnemi

ATTEST:

Myrl Eason

APPROVED AS TO FORM
DAVID L. WILKINSON

Attorney General

By William Thomas

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

On the 28th day of August, 1981, personally appeared before me Walter P. Gnemi, who being duly sworn, did say that he is the Vice President for Administrative Services of THE UNIVERSITY OF UTAH, and that the foregoing instrument was signed on behalf of said corporation by authority of a resolution of its Board of Regents, and said Walter P. Gnemi acknowledged to me that said corporation duly executed the same.



Myrl Eason

Residing at Lupton Utah

Scott Duckworth
Scott Duckworth

REQ
SEP 18 4 15 PM '81
SALT LAKE COUNTY
UTAH
KARL
RECORDS
CLERK

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