

3673428

RIGHT OF WAY AND EASEMENT GRANT

THE STATE OF UTAH, by and through the Utah State Department of Agriculture, 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 sixteen (16.0) 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:

Land of the Grantor located in Lot 3, Block 4, Jordan Plat "A", in section 34, Township 1 North, 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 at a point South 342.55 feet and East 9.29 feet from the Northwest corner of Lot 3, Block 4, Jordan Plat "A", in said Section 34, thence South 89° 55' 30" East 465.00 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. The foregoing grant and easement is subject and subordinate to the prior and continuing right of the Grantor to fully use, enjoy and improve the said premises and property, and do anything and everything desired by it in its operations and/or the conduct of its business and if at any time, or from time to time, said pipeline or right of way shall interfere with such use of the premises and property by, and/or the operations or business of said Grantor, then Grantee shall, at the sole cost of the Grantor, remove said pipeline and/or facilities and shall relocate the same at a location designated by Grantor which is acceptable to 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.

By acceptance of this right of way and easement grant, Grantee agrees to indemnify and save harmless the State 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.

IN WITNESS WHEREOF, the state of Utah, through and by its Department of Agriculture has caused these presents to be executed this 8th day of April, 1982, by its Commissioner.

ATTORNEY GENERALS OFFICE  
APPROVED AS TO FORM

By Stephen C. Warr

STATE OF UTAH  
DEPARTMENT OF AGRICULTURE

By Lenneth B. Cree

RETURN TO:  
MOUNTAIN FUEL SUPPLY COMPANY  
P.O. BOX 11368  
SALT LAKE CITY, UT. 84139  
ATTENTION: LINDA JOHNSON

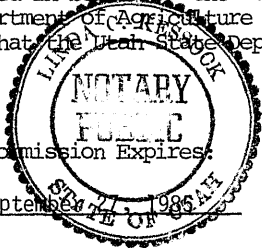
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STATE OF UTAH )  
 : ss.  
COUNTY OF SALT LAKE )

On this 8th day of April, 1982, personally appeared before me Kenneth B. Creer, who being by me duly sworn, did say that he is the Commissioner of the Utah State Department of Agriculture, and said instrument was signed in behalf of the State of Utah by authority of a resolution of the Utah State Department of Agriculture and said Kenneth B. Creer acknowledged to me that the Utah State Department of Agriculture executed the same.

My Commission Expires:

September 7th 1985



Linda C. Kessick  
Notary Public

Residing at Salt Lake City, Utah

500  
Wayne Harper

KATHLEEN  
RECORDED  
SALT LAKE COUNTY  
UTAH  
MAY 10 10 42 AM '82  
MOUNTAIN FUEL SUPPLY CO.  
RECEIVED

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SALT LAKE CITY, UT. 84139  
ATTENTION: LINDA JOHNSON