

BOOK 849 PAGE 435
RIGHT OF WAY AND EASEMENT GRANT

OGDEN CITY, a MUNICIPAL CORPORATION of the State of Utah, Grantor, does hereby convey and quit claim 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 Weber County, State of Utah, to-wit:

The land of the Grantor located in the Southeast quarter of Section 1, Township 5 North, Range 2 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 North 89° 36' East 2,869.13 feet and North 38° 16' 30" East 3,544.8 feet and North 07° 33' 30" East 296.9 feet and South 89° 52' 30" West 114.4 feet and North 00° 07' 30" East 33.8 feet and North 89° 52' 30" West 322.2 feet and North 00° 07' 30" East 8 feet from the Southwest corner of the Northwest quarter of Section 12, Township 5 North, Range 2 West, Salt Lake Base and Meridian, thence North 00° 07' 30" East 119.3 feet, thence South 89° 44' 30" East 38.6 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.

By acceptance of this right of way and easement grant, Grantee agrees to indemnify and save harmless Ogden City Corporation 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 14th day of November, 1966.

ATTEST:

Mary E. Smith
Mary E. Smith, City Recorder

OGDEN CITY CORPORATION

By Charles R. Kelley
Charles R. Kelley, City Manager

(SEAL)

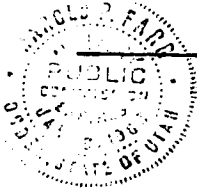
STATE OF UTAH)
: ss.
County of Weber)

On the 14th day of November, 1966, personally appeared before me Charles R. Kelley and Mary E. Smith, who being duly sworn did say that they are the City Manager and City Recorder, respectively, of Ogden City Corporation, and that the foregoing instrument was signed on behalf of said corporation by authority

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of a resolution of the City Council of Ogden City Corporation, and said Charles R. Kelley and Mary E. Smith duly acknowledged to me that said Corporation executed the same.

My commission expires: _____



Harold P. Smith
Notary Public

Residing at Ogden Utah

480950

FILED AND RECORDED FOR
Mountain Fuel Supply Co.
NOV 14 1935

CITY CLERK
CITY OF OGDEN
James H. Clark

Plotted Indexed
Recorded Abstracted
Compared Page

*Walter John Bransford
181 E. 1st St.
S. L. O.*