

DEED OF EASEMENT AND RIGHT OF WAY

The UNIVERSITY OF UTAH, a body corporate and politic of the State of Utah, hereinafter referred to as "University," hereby conveys and warrants to MOUNTAIN FUEL SUPPLY COMPANY, a Utah corporation, hereinafter referred to as "Mountain Fuel" or "Grantee," a non-exclusive Easement and Right-of-Way to lay, maintain, operate, repair, inspect, protect, remove and replace pipe lines, mains, valves, valve boxes and other gas transmission and distribution facilities (hereinafter collectively called "Facilities") together with the right to excavate and refill ditches and trenches for the location of such Facilities and the further right to remove trees, bushes, undergrowth and other obstructions interfering with the location, construction and maintenance of such Facilities.

The real property affected by the grant of this easement and right-of-way is located in Salt Lake County, State of Utah, Sections 33 and 34, Township 1 North, Range 1 East, Salt Lake Base and Meridian and is more particularly described as follows:

North 172.12 ft. and East 5858.18 ft. from the S.W. corner of Section 33, T.1.N., R.1.E., S.L.B.&M., thence S 46°09'58" E 281.01 ft., thence S 46°54'30" E 5780.25 ft., thence S 52°48'30" E 349.00 ft. to the East line of Section 3, the line N 62.77 ft., along said line, thence N 52°48'30" W 308.49 ft., thence N 46°54'30" W 5763.22 ft., thence S 89°51'51" W 10.54 ft., thence N 00°04'37" W 9.90 ft., thence N 46°07'30" W 323.52 ft., thence N 03°09'38" E 6.36 ft., thence N 48°09'37" E 311.77 ft. to a point located on the West Forest Service Boundary, thence N 00°04'37" W 480.76 ft. along said boundary, thence N 44°24'43" W 270.01 ft., thence N 67°03'12" W 212.23 ft., thence N 58°56'00" W 147.46 ft., thence N 7°19'51" W 202.30 ft., thence N 43°42'21" W 344.91 ft., thence N 43°07'56" W 45.51 ft., thence N 26°13'48" W 73.78 ft., thence N 54°16'50" W 192.37 ft., thence S 83°28'15" W 114.13 ft., thence N

81°46'13" W 143.91 ft., thence N 55°56'32" W 127.38 ft., thence N 38°58'16" W 115.39 ft., thence N 23°52'33" W 118.74 ft., thence N 74°07'46" W 464.80 ft., thence N 24°46'30" W 560.33 ft. to Grantor's West property line, thence S 0°01'57" E 119.46 ft., along said property line, thence S 24°46'30" E 474.81 ft., thence S 74°07'46" E 464.32 ft., thence S 23°52'33" E 101.91 ft., thence S 38°58'16" E 129.48 ft., thence S 55°56'32" E 146.31 ft., thence S 81°46'13" E 161.85 ft., thence N 83°28'15" E 101.28 ft., thence S 54°16'50" E 160.56 ft., thence S 26°13'48" E 68.72 ft., thence S 43°07'56" E 53.09 ft., thence S 43°42'21" E 328.84 ft., thence S 07°19'51" E 210.04 ft., thence S 58°56'00" E 175.19 ft., thence S 67°03'12" E 205.77 ft., thence S 44°24'43" E 239.63 ft., thence S 00°04'37" E 438.01 ft., thence S 48°09'37" W 316.45 ft., thence N 46°50'30" W 367.23 ft., thence S 43°09'30" W 42.13 ft., thence N 42°50'10" W 154.58 ft., thence S 84°24'05" W 35.89 ft., thence N 50°35'53" W 286.45 ft., thence S 73°48'58" W 51.52 ft., thence N 48°02'43" W 135.02 ft., thence S 41°57'17" W 30.00 ft., thence S 48°02'43" E 151.69 ft., thence N 73°48'58" E 52.38 ft., thence S 50°35'53" E 283.06 ft., thence N 84°24'05" E 33.48 ft., thence S 42°59'10" E 171.84 ft., thence N 43°09'30" E 41.22 ft., thence S 46°50'30" E 436.05 ft. to the point of beginning. Area = 549,846 FT<sup>2</sup>

Located on the South line of a proposed 50 ft. M.F.S. Co. Right of Way. North 2290.31 ft., and East 4200.92 ft., from the S.W. corner of Section 33, T.1.N., R.1.E., S.L.B.&M., thence S 15°52'16" W 80.76 ft., thence S 24°46'30" E 836.51 ft., thence S 51°32'00" W 126.55 ft., thence N 79°40'00" W 39.85 ft., thence on a curve to the left with a radius of 332.00 ft., and a central angle of 49°00'36" for a distance of 283.99 ft., (chord bears S 76°04'54" W 275.41 ft.), thence S 51°34'36" W 323.50 ft., thence S 38°25'24" E 30.00 ft., thence N 51°34'36" E 323.50 ft., thence on a curve to the right with a radius of 302.00 ft., and a central angle of 49°00'36" for a distance of 258.32 ft., (chord bears N 76°04'54" E 250.55 ft.), thence S 79°40'00" E 53.46 ft., thence N 51°32'00" E 132.85 ft., thence S 24°46'30" E 52.20 ft., thence N 54°09'31" E 50.95 ft., thence N 24°46'30" W 891.29 ft., thence N 15°52'16" E 62.24 ft., thence N 74°07'46" W 49.90 ft., to the point of beginning.

TO HAVE AND TO HOLD the same unto 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 construct,

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. Grantor shall have the right to use said premises except for the purposes for which this right-of-way and easement is granted to Grantee, provided such use does not interfere with the facilities or any other rights granted to Grantee hereunder.

This Easement is granted for and in consideration of the premises and of the sum of one dollar (\$1.00) and other good and valuable consideration paid by Mountain Fuel to the University and shall be in full force and effect until July 11, 2032, upon which date it shall be extinguished and expire.

This Easement is granted subject to the following conditions and limitations and in accordance with the Facilities Relocation Agreement and Temporary Easement executed contemporaneously to which this Deed of Easement and Right-of-Way is incorporated as Attachment 1:

1. The University 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 Mountain Fuel which consent will not be unreasonably withheld or delayed.
2. Mountain Fuel shall maintain and repair said Facilities and everything relating thereto in compliance with applicable laws and regulations without cost or

expense to the University. In performance of its duties, Mountain Fuel shall make all reasonable efforts not to interfere with the University's operation and occupancy of the remainder of the property.

3. The University warrants and guarantees that it holds title to the property affected by the grant of this easement, and if Mountain Fuel is required to relocate the Facilities due to a defect in the University's title to the affected property, the University shall fully reimburse Mountain Fuel for costs incurred to perform such relocation, subject to the provisions of the Utah Governmental Immunity Act, Section 63-30-1 *et seq.*, Utah Code Ann. (1993 and Supp. 1995) which rights and defenses availed to the University are not deemed waived by this Deed of Easement and Right-of-Way or the Facilities Relocation Agreement and Temporary Easement signed on this date.

4. If University, for any reason, requires Mountain Fuel to relocate the Facilities located within this Easement prior to July 11, 2032, any costs incurred in performing such relocation of the Facilities, including related surface and sub-surface appurtenances, shall be subject to full reimbursement by University, including, but not limited to, costs of relocating or replacing Facilities, costs of land preparation, and costs of obtaining any necessary easement or right-of-way. University's reimbursement responsibility as described in the foregoing sentence shall not apply to future Mountain Fuel system enhancements not required to serve University's needs for the portion which would cause incremental cost to University for removal

and relocation. Notwithstanding, the University reserves the right to direct a single relocation of the regulator station facilities included within the Facilities after July 11, 2007, at Mountain Fuel's sole cost and expense, provided that the University will provide any necessary easement or right-of-way to facilitate such directed relocation. The regulator stations facilities are located within this Easement, more particularly located within the following site:

Beginning at a point located on the South line of a proposed M.F.S. Co. Right of Way. North 1376.92 ft. and East 4481.72 ft. from the S.W. Corner of Section 33, T.1N., R.1E., S.L.B. & M., thence N 51°32'00" E 32.00 ft., thence S 46°54'30" E 64.20 ft., thence S 51°32'00" W 41.42 ft., thence N 38°28'00" W 63.50 ft. to the point of beginning.

5. The conditions of this Easement shall extend to and be binding upon and shall inure to the benefit of the successors and assigns of the University and Mountain Fuel.

6. The Easement granted herein shall be valid until and expire upon July 11, 2032. Prior to that date, Mountain Fuel may, at any time, permanently abandon said Easement or portion thereof by written notice of abandonment to University. Upon such written abandonment, Mountain Fuel shall execute and record a quitclaim deed to University of the rights and obligations granted herein, whereupon this entire Easement or portion thereof abandoned and all rights and privileges herein mutually granted shall be fully canceled and terminated and the entire Easement or portion thereof shall revert to the then property owner(s), except that University's obligations under Paragraph 3 shall not terminate. Upon written

abandonment, Mountain Fuel shall decide whether its abandoned pipelines and related appurtenances and sub-appurtenances will be either (i) promptly removed and the property on which the Easement is located restored at Mountain Fuel's sole cost and expense, or (ii) left in place so that they are, and at all time in the future remain, in full compliance with applicable laws and regulations, including without limitation, environmental laws and regulations. No abandonment shall occur except by written notice as set forth herein.

IN WITNESS WHEREOF the University of Utah has caused this Easement to be executed by its duly authorized agent this 14<sup>th</sup> day of June, 1996.

ATTEST:

UNIVERSITY OF UTAH

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Secretary

By Charles B. Condit  
Chairman, Board of Regents  
attorney-in-fact for Thomas R. Nyman  
Vice President for Administrative Services

STATE OF UTAH )  
ss.  
COUNTY OF SALT LAKE )

On the 14<sup>th</sup> day of June, 1996, personally appeared before me  
(Arnold B. Combe, Attorney-In-Fact for Thomas G. Nyrum)  
Arnold B. Combe, Vice President for Administrative Services of the University of  
Utah, a body corporate and politic, who duly acknowledged to me that the foregoing  
instrument was signed by him as Vice President for Administrative Services of the  
University of Utah and the said Arnold B. Combe, duly acknowledged to me that  
the said University of Utah executed the foregoing document.



Angie Mitchell  
Notary Public  
Residing in Salt Lake City, Utah

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## SPECIAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that I, Thomas G. Nycom, Vice President for Administrative Services of the University of Utah, 209 Park Building, Salt Lake City, Utah 84112, do hereby make, constitute, and appoint Arnold B. Combe, Assistant Vice President for Finance of the University of Utah, my true and lawful attorney-in-fact and agent (hereinafter referred to as my "Agent"), in my name, place and stead, and for my use and benefit, as described herein.

A. Grant of Power. I grant my Agent full power and authority to do and perform every act and thing whatsoever that in the judgment of my Agent is or may be necessary, appropriate or desirable in exercising any of the powers granted herein, in my capacity as an officer and cabinet member of the University of Utah, as fully as I might or could do if personally present and fully competent, hereby ratifying and confirming all that my Agent may lawfully do or cause to be done by virtue of this instrument:

1. To ask, demand, sue for, recover and receive all manner of goods, chattels, debts, rents, interest, sums of money and demands whatsoever, whether now or hereafter due and owing, or belong to the University of Utah, and to make, give and execute acquittances, receipts, releases, satisfactions or other discharges for the same, whether under seal or otherwise;

2. To make, execute, indorse, accept and deliver in my name as Vice President for Administrative Services of the University of Utah all checks, notes, drafts, warrants, acknowledgments, agreement and all other instruments, of whatever nature, as to my Agent may seem necessary to conserve my rights and obligations as Vice President;

3. To execute, acknowledge and deliver any and all contracts, deeds, leases, assignments of mortgage, extensions of mortgage, satisfactions of mortgage, releases of mortgage, subordination agreements, and any other instrument or agreement of any kind or nature whatsoever, in connection therewith, and affecting any and all property that the University of Utah owns, has an interest in or hereafter acquires, located anywhere, which to my Agent may seem necessary and consistent with policy and procedures of the University of Utah;

4. To accept as a gift, or as security for a loan, reject, demand, buy, lease, receive or otherwise to acquire either ownership or possession of any estate or interest in land in the name of the University of Utah;

5. To agree and contract, in any manner, and with any person and on any terms, which my Agent may select, for the accomplishment of any purpose enumerated in this

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instrument or in the Policy and Procedures of the University of Utah or the Board of Regents of the State of Utah, or the Utah Code that may be agreed to or accomplished by the Vice President for Administrative Services; and

6. To take all steps and remedies necessary and proper for the conduct and management of the affairs of the Vice President for Administrative Services, and for the recovery, receiving, obtaining and holding possession of any lands, rents, debts, interest, demands, sum or sums of money or any other thing whatsoever, located anywhere, that is, are or shall be, by my Agent thought to be due, owing, belong to or payable to the University of Utah, through the Vice President for Administrative Services.

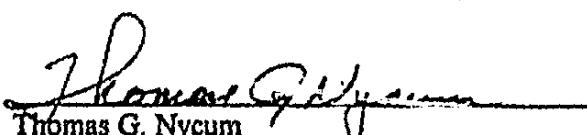
B. Revocability. The rights, powers and authority of my Agent, Arnold B. Combe, in his capacity as Assistant Vice President for Finance of the University of Utah, granted in this instrument shall commence and be in full force and effect on June 13, 1996 and such rights, powers and authority shall remain in full force and effect thereafter until and including June 25, 1996.

C. Interpretation. This instrument is to be construed and interpreted as a special power of attorney. The enumeration of specific powers herein is intended to limit and restrict the broad powers herein granted to those powers that may be exercised by me in my capacity as Vice President for Administrative Services of the University of Utah.

D. Third-Party Reliance. Third parties may rely upon the representations of my Agent as to all matters relating to any power granted to my Agent, and no person who may act in reliance upon the representations of my Agent or the authority granted to my Agent shall incur any liability to the University of Utah as a result of permitting my Agent to exercise any power granted herein.

E. Governing Law. This instrument is executed and delivered in the State of Utah, and the laws of the State of Utah (excepting its conflicts of laws rules) shall govern all questions as to the validity of this instrument and the construction of its provisions.

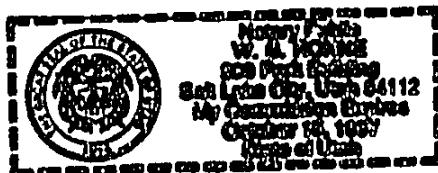
IN WITNESS WHEREOF, I have executed this instrument on the 12th day of June, 1996.

  
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Thomas G. Nycum  
Vice President for Administrative Services

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

The foregoing instrument was acknowledged before me this 12th day of June, 1996 by  
Thomas G. Nycum, Vice President for Administrative Services of the University of Utah.

My commission expires:



Nancy Workman,  
Notary Public  
Residing at: Salt Lake County

180 E. 1st S. SLC, UT 84111  
Attn: Joan Vrtis.  
6383493  
06/14/96 4:09 PM 29.00  
NANCY WORKMAN  
RECORDER, SALT LAKE COUNTY, UTAH  
MOUNTAIN FUEL  
REC BY: B GRAY ,DEPUTY - WI

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