

WHEN RECORDED MAIL TO:  
Mountain Fuel Supply Company  
P.O. Box 45360, Right-of-way  
Salt Lake City, UT 84145-0360

3083Wall.lc

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**RIGHT-OF-WAY AND EASEMENT GRANT**

UT 18320

01/17/96 3:49 PM 6259076 15.00  
NANCY WORKMAN  
RECORDER, SALT LAKE COUNTY, UTAH  
LANDMARK TITLE  
REC BY: B GRAY DEPUTY - WI

6259076

WALLNET INVESTMENTS, L.C., A Utah Limited Liability Company

"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) in hand paid and other good and valuable consideration, receipt of which is hereby acknowledged, a right-of-way and easement 16 feet in width to lay, maintain, operate, repair, inspect, protect, remove and replace underground pipelines, 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 the Northwest Quarter of Section 23, Township 2 South, Range 1 East, Salt Lake Base and Meridian;

the centerline 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 on the West line of 3000 East Street which is East along the Section line 2273.44 feet and North 151.97 feet from the West Quarter Corner of Section 23, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence North 77°30'44" West 73.23 feet; thence North 12°29'16" East 81.00 feet; thence North 77°30'44" West 169.42 feet to a point of a 295.50 foot radius curve, the chord of which bears North 57°30'40" West; thence Northwesterly along said curve to the right through a central angle of 40°00'07" a distance of 206.31 feet; thence North 37°30'37" West 388.28 feet to a point of a 244.50 foot radius curve, the chord of which bears North 81°12'57" West; thence Northwesterly along said curve to the left through a central angle of 87°24'39" a distance of 373.01 feet; thence South 55°04'44" West 161.13 feet to a point of a 800.50 foot radius curve, the chord of which bears South 69°29' West; thence Southwesterly along said curve to the right through a central angle of 28°48'32" a distance of 402.50 feet; thence South 79°19'31" West 89.33 feet; thence North 89°49'13" West 616.49 feet;

also, beginning at a point which is East 1886.36 feet, and North 388.48 feet from the West Quarter Corner of Section 23, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence North 34°44'51" East 118.21 feet;

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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 over and across 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; provided however, Grantee shall use it's best efforts during such temporary periods to use the access road along and adjacent to said right-of-way for such purposes. 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. Provided, however, no building or other improvement shall be built or constructed over or across said easement which would interfere with Grantees maintenance obligations under the Natural Gas Pipeline Safety Act, 49 U.S.C. Sec. 1671 et seq., as amended, nor change the contour thereof without written consent of Grantee. Other utilities may be located within such easement provided their lines and facilities are located no closer than 36 inches from the outside diameter of Grantees pipeline(s) and provided such other utilities comply with the provision of the Damages to Underground Utility Facilities Act, Utah Code Ann. Sec. 54-8a-1, et seq, as it may be amended.; and provided further, that if such use requires relocation of the Facilities, Grantee agrees to relocate the facilities at Grantor's sole cost and expense; and provided further, that Grantor will provide a suitable alternate location for such facilities and will grant or cause to be granted the necessary easement rights at the new location upon the same terms and conditions herein provided.

Nothing herein shall prohibit Grantor from building or constructing, or permitting to be built or constructed curb and gutter, sidewalks, pavement, landscaping or similar improvements over and across said right-of-way, so long as said improvements do not damage said facilities. Grantee, following the installation or maintenance of the facilities, shall restore the surface of the right-of-way and any constructed improvements to, as near as practicable, the condition of the surface and the constructed improvements prior to said installation or maintenance. This right-of-way shall be binding upon and inure to the benefit of the successors and assigns of Grantor and the successors and assigns of 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 Grantee are without authority to make any representations, covenants or agreements not herein expressed.

19 9/10 WITNESS the execution hereof this 12<sup>th</sup> day of January

WALLNET INVESTMENTS, L.C.  
By its Manager:

COTTONWOOD CORPORATE CENTER, L.L.C.,  
A Utah Limited Liability Company

By: [Signature]  
Manager

STATE OF UTAH

COUNTY OF SALT LAKE

)  
) ss.  
)

On the 12<sup>th</sup> day of January, 1996, personally appeared before me John [Signature] who, being duly sworn, did say that he/she is one of the managers of Cottonwood Corporate Center L.L.C., the manager of Walnut Investments, L.C., and that the foregoing instrument was signed on behalf of said company by authority of it's Articles of Organization or it's Operating Agreement.

[Signature]  
Notary Public

