

RIGHT OF WAY AND EASEMENT GRANT

CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Corporation Sole 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 Salt Lake County, State of Utah, to-wit:

The land of the Grantor located in the Southeast quarter of Section 4, 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:

Beginning at a point 3800.48 feet South and 4427.60 feet East from the Northwest corner of said Section 4, thence North 55° 44' 30" East 128.42 feet, more or less, to Mountain Fuel Supply Company's present gas line.

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 Grantor from any and all loss, damage, expense, claims or demands resulting from negligence of the 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 24 day of June, 1969.

(SEAL)

CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS

By John H. Vandenberg Corporation Sole

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

On the 24th day of June, A.D. 1969, before me, a Notary Public, personally appeared JOHN H. VANDENBERG, known to me to be the Presiding Bishop of the Church of Jesus Christ of Latter-Day Saints and Corporation Sole of the Corporation that executed the within instrument,

Recorded at Request of MOUNTAIN FUEL SUPPLY CO. at 9:16 A.M. Fee Paid \$3.00 HAZEL TAGGART CHASE, Recorder Salt Lake County, Utah By [Signature] JUL 1 1969 Dep. Date

and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereto set my hand and affixed my official seal the day and year in this certificate first above written.

Mary C. Sorenson
Notary Public

My commission expires:

June 3, 1973

Residing at Salt Lake City, Utah

