

3789802

RIGHT OF WAY AND EASEMENT GRANT

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

HCA PROPERTIES INC., Tennessee, 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 AND NO/100 DOLLARS (\$1.00) and other good and valuable considerations, receipt of which is hereby acknowledged, a right of way and easement 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 Salt Lake County, State of Utah, to-wit:

Land of the Grantor located in the East Half of the Southeast Quarter of Section 30, Township 1 South, 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 North 762.51 feet and West 43.74 feet from the Southeast corner of said Section 30; thence West 50.01 feet; thence on a curve to the left with a central angle of 30°00'00" and a radius of 150.00 feet and a length of 78.54 feet; thence S.60°00'00"W. 143.77 feet; thence on a curve to the right with a central angle of 30°00'00", a radius of 127.00 feet a length of 66.50 feet; thence West 160.00 feet to Grantor's West property line.

Also beginning at a point North 708.76 feet and West 234.20 feet from the Southeast Corner of said Section 30; thence North 245.00 feet; thence West 225.00 feet; thence South 115.00 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. 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.

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 11th day of April, 1983.

ATTEST: Elliott Warner Jones ASST. Secretary (SEAL)

HCA PROPERTIES INC. By Donald W. Fish Vice President

STATE OF TENNESSEE } ss. County of DAVIDSON }

On the 11th day of April, 1983, personally appeared before me Donald W. Fish and Elliott Warner Jones, who being duly sworn, did say that they are the Vice President and Secretary, respectively, of HCA PROPERTIES, INC.

and that the foregoing instrument was signed on behalf of said corporation by authority of a resolution of its Board of Directors, (or) its By-Laws, and said Donald W. Fish and Elliott Warner Jones acknowledged to me that said corporation duly executed the same.

My Commission expires: 10/15/83

Notary Public Nashville, Tennessee Residing at

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KATIE L. JUAN
RECEIVED
SALT LAKE COUNTY
UTAH

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MOUNTAIN FUEL SUPPLY CO.

REQ OF

Regina Pope
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