

Cache Valley Mall

RIGHT OF WAY AND EASEMENT GRANT AND AGREEMENT

PRICE RENTALS, INC., a corporation of the State of Utah,
First Party and Grantor, does hereby convey and warrant to
MOUNTAIN FUEL SUPPLY COMPANY, a corporation of the State of Utah,
Second Party and Grantee, its successors and assigns, for the
sum of ONE DOLLAR (\$1.00) and other good and valuable considera-
tions, receipt of which is hereby acknowledged, a right of way
and easement ten (10) feet in width to lay, maintain, operate,
repair, inspect, protect, remove and replace 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 Cache
County, State of Utah, to-wit:

Land of the Grantor located in the Northwest Quarter of Section
27, Township 12 North, Range 1 East of the Salt Lake Base and
Meridian; also located in Lot 6, Block 1, Plat D, Logan Farm
Survey,

the center line of which right of way shall extend through, over
and across the following described land and premises as follows:

Beginning at a point in the South line of 1400 North
Street, said point being 342.5 feet East and 67.0 feet
South of the Northwest corner of said Lot 6.

Said point is also 999.5 feet East along the South line
of 1400 North Street from the Northwest corner of Grantors
property, thence South 452.0 feet to a point having an
elevation of 4526.0 feet above sea level; thence upward
vertically 18.5 feet to an elevation of 4544.5 feet;
thence West 224.0 feet; thence South 58.5 feet; thence
East 10.0 feet; thence South 5.0 feet; thence West 10.0
feet; thence South 198.5 feet; thence West 10.0 feet.

Also beginning at a point 399.5 feet South and 254.5 feet
East of said Northwest corner of Lot 6, thence West 10.0
feet; thence South 175.5 feet; thence East 10.0 feet; thence
South 5.0 feet; thence West 10.0 feet; thence South 263.5
feet; thence East 10.0 feet. Also beginning at a point
519.0 feet South and 300.5 feet East of said Northwest
corner of Lot 6, thence South 41.0 feet, thence East 12.0
feet. Also beginning at a point 447.5 feet South and 244.5
feet East of said Northwest corner of Lot 6, thence East 10.0
feet. Also beginning at a point 636.0 feet South and 244.5
feet East of said Northwest corner of Lot 6, thence East
10.0 feet. Also beginning at a point 118.5 feet East and
519.0 feet South of said Northwest corner of Lot 6, thence
North 33.0 feet, thence East 10.0 feet. Also beginning at
a point 118.5 feet East and 641.0 feet South of said Northwest
corner of Lot 6, thence West 10.0 feet. Also beginning at
a point 812.5 feet South and 244.5 feet East of said North-
west corner of Lot 6, thence East 10.0 feet.

6.00-392779

STATE OF UTAH } SS
COUNTY OF CACHE }
FILED AND RECORDED FOR
MOUNTAIN FUEL SUPPLY CO. S.A.C., UT
APR 23 12 55 PM '76

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.

Party of the first part to provide and maintain such structure supports as may be necessary for the installation, maintenance and operation of said facilities.

Party of the first part agrees to construct two (2) permanent suitable hoists of 600 pounds capacity with winch, one on each of the two (2) separate roof areas.

Party of the first part to provide inside stairway for access to roof.

Party of the first part to construct catwalks from the location of each hoist to the location of each meter. No vertical obstructions may be placed closer than eight (8) feet from the surface of the catwalks.

Party of the first part to provide for twenty-four (24) hour access by authorized personnel of the Second Party, to roof facilities.

Party of the first part to provide rigid supports for the meters.

Any pipes crossing the easement herein granted shall clear by twelve (12) inches with no additional structure to be built over right of way.

Party of the first part shall indemnify and save Second Party harmless from any and all loss, damage, expense or claim resulting from roof leakage or building movement, except for

negligent or capricious acts or omissions of Second Party during construction, repair, maintenance, replacement or operation of Second Party's facilities; provided that this paragraph shall not be construed as minimizing in any way First Party's duties under this agreement.

The right of way herein granted shall be binding upon and inure to the benefit of the successors and assigns of both parties hereto and may be assigned in whole or in part by Second Party.

IN WITNESS WHEREOF the parties hereto have caused their respective corporate names and seals to be hereunto affixed this 8th day of March, 1976.

Attest: Merill Tumbow

PRICE RENTALS, INC.
By John Hampshire
VICE President

GRANTOR AND FIRST PARTY



Attest: John Hampshire
Assistant Secretary

MOUNTAIN FUEL SUPPLY COMPANY
By Clay Coleman
Senior Vice President

GRANTEE AND SECOND PARTY

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

On the 8th day of March, 1976, personally appeared before me John Hampshire and Merill Tumbow, who being duly sworn, did say that they are the vice president and secretary respectively of PRICE RENTALS, 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 John Hampshire and Merill Tumbow acknowledged to me that said corporation executed the same.

My Commission Expires: 6-28-78

Anna R. Houston
Notary Public
Residing at Salt Lake

*Strike Clause not applicable.

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

On the 31st day of March, 1976, personally
appeared before me C. F. COLEMAN and R. M. KIRSCH, who being
duly sworn, did say that they are the Senior Vice President
and Assistant Secretary, respectively, of MOUNTAIN FUEL SUPPLY
COMPANY, and that the foregoing instrument was signed on
behalf of said corporation by authority of a resolution of
its Board of Directors, and said C. F. COLEMAN and R. M. KIRSCH
acknowledged to me that said corporation duly executed the
same.



Commission expires:

July 14, 1977

Earl S. Butterfield
Notary Public

Residing at Salt Lake City, Utah