

RIGHT OF WAY AND EASEMENT GRANT

PROVO CITY, a MUNICIPAL CORPORATION 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 twenty (20) 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 Utah County, State of Utah, to-wit:

The land of the Grantor located in the Southwest quarter of Section 7, Township 6 South, Range 3 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 on the West line of Grantor's property at a point 306.8 feet North and 880.4 feet East from the Southwest corner of said Section 7, thence North 82° 22' East 50.97 feet, more or less, to the East line of Grantor's property.

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 Provo City Corporation from any and all loss, damage, expense, claims or demands resulting from negligence of 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 26 day of June, 1973.

Glenn Olsen, City Recorder
STATE OF UTAH
County of Utah)

PROVO CITY CORPORATION
By Verl G. Dixon, Mayor

On the 26 day of June, 1973, personally appeared before me Verl G. Dixon and R. Glenn Olsen, who being duly sworn, did say that they are the Mayor and City Recorder, respectively, of Provo City Corporation, and that the foregoing instrument was signed on behalf of said corporation by authority of a resolution of the Board of City Commissioners of Provo City Corporation, and said Verl G. Dixon and R. Glenn Olsen acknowledged to me that said corporation duly executed the same.

My commission expires
1973 AUG - 7 AM 9:55
REGISTERED AT THE REQUEST OF MOUNTAIN FUEL SUPPLY

14260

Notary Public
Residing at Provo Utah

BOOK 1338 PAGE 530