

**AGREEMENT FOR USE
OF RIGHT-OF-WAY**

THIS AGREEMENT ("Agreement") is entered into this 11th day of October, 1993, by and between MOUNTAIN FUEL SUPPLY COMPANY, a Utah corporation, referred to as "Mountain Fuel," and U S WEST COMMUNICATIONS, INC., a Colorado corporation, referred to as "U S WEST." Mountain Fuel and U S WEST may be referred to collectively as the "Parties" and singularly as a "Party."

THE PARTIES REPRESENT AS FOLLOWS:

A. Mountain Fuel is a distributor of natural gas in the state of Utah and is regulated as a "public utility" by the Public Service Commission of Utah.

B. U S WEST is a local voice communications carrier by wire operating in the state of Utah and regulated as a "public utility" by the Public Service Commission of Utah.

C. Mountain Fuel condemned a right-of-way on November 28, 1989, between the cities of Parowan and St. George in southern Utah, more particularly described as follows:

A 50-foot right-of-way easement, over, through and across the following described parcel of land, said easement being 25 feet on each side of the following described centerline:

Beginning at a point in the SW 1/4 NE 1/4 of Section 6, T39S, R12W, SLB&M which point is on the Grantors' Eastern property line (West Boundary line of Blackridge Ranches Subdivision) and bears S0°31'47"W 1894.61' from the North 1/4 corner of said Section, thence S61°09'05"W 121.44'; thence S78°43'10"W 230.56'; thence N72°19'00"W 175.09'; thence N33°07'25"W 673.52'; thence S51°42'28"W 671.58'; thence N87°20'30"W 241.70'; thence S78°23'44"W 379.52'; thence S69°35'05"W 444.11'; thence S10°38'03"W 444.78'; thence S7°43'59"E 200.91'; thence S43°52'16"W 354.52'; to a point on the West line of Lot 6 of said Section 6 which point is on the Grantors' West property line and bears S1°31'13"W 272.73'

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FOR: MOUNTAIN FUEL

from the West 1/4 corner of said Section 6. Basis of bearings is the Utah State Grid Southern Zone bearing between the Northwest corner and the North 1/4 corner of Section 32, T38S, R12W, SLB&M which is S88°53'47"E. Contains 4.53 acres more or less.

D. The court's order of immediate occupancy is expressed in terms of pipeline use.

E. Mountain Fuel acquired the following 50-foot right-of-ways in southern Utah, more particularly described as follows:

Land of the Grantors located in Section 1 and Section 12, Township 37 South, Range 12 West, Salt Lake Base and Meridian,

the centerline of said 50-foot 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 North line of Section 1, Township 37 South, Range 12 West, Salt Lake Base and Meridian; S.89°05'25"E. 93.19 feet from the Northwest corner of Lot 1 of said section, thence S.51°03'45"W. 1232.39 feet; thence S.36°34'53"W. 663.65 feet; thence S.36°32'28"W. 220.79 feet to a point on the North South quarter section line of said section which point bears S.2°19'37"W. 1508.70 feet from the North quarter corner of said section. Also, beginning at a point on the North line of the Southeast quarter Northwest quarter of said Section 1 which point bears S.15°09'35"W. 2344.82 feet from the said North quarter corner of Section 1, thence S.32°04'36"W. 460.30 feet; thence S.32°28'39"W. 1134.20 feet to a point on the West line of the said Southeast quarter Northwest quarter which point bears N.89°01'25"E. 1322.12 feet from the West quarter corner of said section. Also, beginning at a point on the East-West quarter section line of said Section 1 which point bears S.89°30'23"E. 1300.50 feet from the West quarter corner of said Section 1, thence S.32°28'39"W. 1338.48 feet; thence S.35°2'24"W. 461.72 feet; thence S.42°10'29"W. 584.05 feet to a point on the West line of said section which point bears N.2°16'42"E. 713.20 feet from the Southwest corner of said section. Also, beginning at a point on the West line of said Section 1; N.2°16'42"E. 314.40 feet from the Southwest corner of said Section 1; thence S.32°44'13"E. 449.41 feet; thence S.7°06'05"W. 469.80 feet; thence S.4°14'05"W. 796.55 feet to a

point on the South line of the Northwest quarter Northwest quarter of Section 12, Township 37 South, Range 12 West, Salt Lake Base and Meridian which point bears S.88°43'34"E. 166.57 feet from the Southwest corner of the Northwest quarter Northwest quarter of said section. Basis of bearings is the Utah State Grid Southern Zone Bearing along the North line of Lot 2 of said Section 1 which is S.89°05'24"E. Contains 8.96 acres more or less.

Land of the Grantor located in the Southeast Quarter, Northeast Quarter Section 26 and the North Half, Southeast Quarter Section 26, Township 35 South, Range 11 West, Salt Lake Base and Meridian,

the center line of said 50-foot right-of-way and easement shall extend through and across the above described land and premises as follows, to-wit:

Beginning on the East boundary fence of the Grantor's land at a point North 0°05'54" West along the section line 504.34 feet from the East Quarter Corner of Section 26, Township 35 South, Range 11 West, Salt Lake Base and Meridian; thence South 37°36'06" West 1274.42 feet; thence South 36°35'22" West 993.03 feet to a point on the South boundary line of the Grantor's land.

Land of the Grantor located in the South Half of the Southeast Quarter of Section 26, Township 35 South, Range 11 West, Salt Lake Base and Meridian;

the center line of said 50-foot right-of-way and easement shall extend through and across the above described land and premises as follows, to-wit:

Beginning on the North boundary line of the Grantor's land at a point South 0°05'54" East along the Section line 1330.49 feet and North 89°57'58" West 1368.65 feet, more or less, from the East one quarter corner of said Section 26; thence South 36°41'37" West 694.86 feet, thence South 21°41'27" West 360.28 feet to a point on the Southerly boundary line of Grantor's land.

Land of the Grantor located in the Southwest Quarter Section 24, and the Northwest Quarter Section 25, Township 35 South, Range 11 West, Salt Lake Base and Meridian,

the center line of said 50-foot right-of-way and easement shall extend through and across the above described land and premises as follows, to-wit:

Beginning on the West boundary fence of the Grantor's land at a point North $0^{\circ}05'54''$ West along the section line 504.26 feet, more or less, from the West Quarter Corner of Section 25, Township 35 South, Range 11 West, Salt Lake Base and Meridian; thence North $38^{\circ}03'45''$ East 4198.69 feet to a point on the Easterly boundary fence of the Grantor's land, lying on the Southerly line of Interstate 15.

Land of the Grantor located in Section 2, Township 40 South, Range 13 West, Salt Lake Base and Meridian:

the center line of said 50-foot 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 the Southeast 1/4 Northeast 1/4 of said Section 2, which point bears South $34^{\circ}44'52''$ West 2384.49 feet from the Northeast Corner of said Section; thence S. $54^{\circ}29'56''$ E. 498.22 feet to a point which bears S. $22^{\circ}58'42''$ W. 2442.39 feet from the said Northeast Section Corner. Basis of bearings is the Utah State Grid Southern Zone bearing between the Northeast Corner said Section 2 and the South 1/4 Corner Section 35, Township 39 South, Range 13 West, Salt Lake Base and Meridian which is N. $88^{\circ}54'26''$ W. Location of the West line SE 1/4 NE 1/4 is computed from G.L.O. Section information and is assumed to be the Grantor's West property line.

F. The granting language of the above right-of-ways are expressed in terms of pipeline use.

G. Utah Code Ann. § 54-4-13 provides that the Public Service Commission of Utah may find that public convenience and necessity require the joint use of public utility properties in the state of Utah, and if such use is directed, the public utility to whom the use is permitted shall be liable to the owner of pipes or other equipment for such damage as may result therefrom to the property of such owner.

H. The Parties desire to settle between them the conditions of such joint use of the above described right-of-ways, whether acquired by condemnation or grant, referred to as the "ROWs," without resort to the Public Utilities Commission of Utah.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Mountain Fuel licenses to U S WEST, without warranty of title, the right to use the ROWs in addition to any other rights U S West may have or may hereinafter acquire by law or agreement to use the ROWs. U S WEST agrees that in consideration of such license, U S WEST shall indemnify and hold Mountain Fuel harmless from and against any and all claims of the owner or owners of the servient estate for additional servitude as a result of the use of the ROWs by U S WEST.

2. U S WEST will maintain a 15-foot horizontal clearance between its fibre optics cable and the existing natural gas pipeline.

3. If blasting is required in proximity of Mountain Fuel's existing natural gas pipeline, U S WEST will submit a blasting plan to Mountain Fuel for its approval.

4. A Mountain Fuel inspector will be present during installation of the U S WEST fibre optics cable; and U S WEST shall compensate Mountain Fuel for the inspector's time and expenses within 30 days of an invoice from Mountain Fuel.

5. Each party agrees to indemnify and hold harmless the other party against all damages caused by the gross negligence or willful misconduct of the indemnifying party, its employees or agents, except that neither party shall indemnify against or be liable for the other party's indirect or consequential damages.

6. U S West further agrees to release Mountain Fuel from any and all liability to U S West, except for direct damage which is caused by the gross negligence or willful misconduct of Mountain Fuel.

7. The Parties agree to comply with the Damage to Underground Utility Facilities Act, Utah Code Ann. §§ 54-8a-1 *et seq.*

8. This Agreement is the complete agreement of the Parties with respect to the subject matter hereof and supersedes, voids and replaces any prior agreement related hereto. This Agreement may be amended only by a written instrument signed by the Party charged and shall inure to the Parties' successors and assigns. This Agreement shall be a covenant running with the land.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in duplicate originals by their duly authorized representatives on the date first above written.

MOUNTAIN FUEL SUPPLY COMPANY

Attest:

By *Gonnie C. Holbrook*
Gonnie C. Holbrook
Secretary

By *T. K. Groves*
T. K. Groves
General Manager, Administration

U S WEST COMMUNICATIONS, INC.

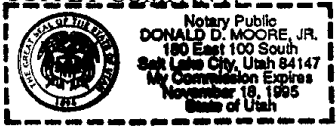
Attest:

By *Berne W. Pulsipher*
Berne W. Pulsipher
Title MANAGER

By *George R. Allen*
George R. Allen
Title MANAGER

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

The foregoing instrument was acknowledged before me this 13th day of October, 1993, by T. K. Groves, General Manager, Administration, MOUNTAIN FUEL SUPPLY COMPANY



Donald D Moore Jr.
Notary

My Commission Expires:
November 18, 1995


Residing at:
Salt Lake City, UT.

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

The foregoing instrument was acknowledged before me this 11th day of OCT, 1993, by George R. Allen, MANAGER, U S WEST COMMUNICATIONS. INC.

Donald E Green
Notary

My Commission Expires:

Residing at: 

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