

Return To: Willard Hanson
180 East 1st South
Salt Lake City,
Utah 84101

RIGHT OF WAY AND EASEMENT GRANT

OGDEN CITY, a municipal corporation of the State of Utah, Grantor, does hereby convey and quitclaim 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, right of way and easement sixteen (16) feet in width to lay, maintain, operate, repair, inspect, protect, remove and replace pipelines, valves, valve boxes and other gas distribution facilities through and across the following described land and premises situated in Weber County, State of Utah, to-wit:

The land of the Grantor, located in the Southeast quarter of Section 1, Township 5 North, Range 2 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 89°38' East 2,869.13 feet and North 38°16'30" East 3,544.8 feet and North 07°33'30" East 676.2 feet and North 67°29'30" West 269.6 feet and North 44°42'30" West 24.7 feet from the Southwest corner of the Northwest quarter of Section 12, Township 5 North, Range 2 West, Salt Lake Base and Meridian, thence North 44°33'30" East 78.3 feet, thence North 45°26'30" West 69.1 feet, more or less, to existing right of way.

TO HAVE AND TO HOLD the same unto the said MOUNTAIN FUEL SUPPLY COMPANY, its successors and assigns, so long as such pipeline or lines, valves or valve boxes and other gas distribution 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. 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.

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. This right of way grant shall be binding upon and inure to the benefit of the successors and assigns of the Grantor and the successors and assigns of the Grantee.

By acceptance of this right of way and easement grant, Grantee agrees to indemnify and save harmless Ogden 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.

WITNESS the execution hereof this 19th day of March, 1973.

ATTEST:

Kathryn H. Putnam
Assistant City Recorder

OGDEN CITY CORPORATION
By [Signature]
City Manager

180-100-20

STATE OF UTAH)
) ss.
County of Weber)

On the 19 day of March, 1973, personally appeared before me R. L. Larsen and Kathryn N. Putnam, who being duly sworn did say that they are the City Manager and Assistant City Recorder, respectively, of Ogden City Corporation, and that the foregoing instrument was signed on behalf of said corporation by authority of a resolution of the City Council of Ogden City Corporation, and said R. L. Larsen and Kathryn N. Putnam duly acknowledged to me that said Corporation executed the same.

Maureen M. ...
Notary Public

My Commission expires: March 17 1976

Residing at Ogden, Utah



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FILED AND RECORDED FOR
Mountain Fuel Co
1973 APR 24 AM 9 34

RUTH EAMES OLSEN
WEBER COUNTY RECORDER
Ruth Eames Olsen