

4581462

RIGHT OF WAY AND EASEMENT GRANT

J. FRANK BRASHER and ESTHER E. BRASHER FAMILY PARTNERSHIP, a Utah Partnership, Grantor, by and through Jay Brasher General Partner, 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 (\$) and other good and valuable considerations, receipt of which is hereby acknowledged, a right of way and easement, 24.0 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 Northeast Quarter of Section 11, Township 1 South, 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 South 630.49 feet and West 40.24 feet from the Northeast Corner of said Section 11, thence N.89° 58'43"W. 73.90 feet, thence on a curve to the left with a radius of 300.00 feet and a central angle of 36°52'12" for a distance of 193.05 feet; thence on a curve to the right with a radius of 300.00 feet and a central angle of 36°52'12" for a distance of 193.05 feet, thence N.89°58'43"W. 350.00 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 partnership name to be hereunto affixed this 9th day of December, 1987.

J. FRANK BRASHER AND ESTHER E. BRASHER FAMILY PARTNERSHIP,
By Jay Brasher
General Partner

STATE OF UTAH)
) ss.
COUNTY OF Salt Lake)

On the 8th day of December, 1987, personally appeared before me Jay Brasher who being duly sworn, did say that (he is/~~they are~~) General Partner of J. FRANK BRASHER AND ESTHER E. BRASHER and that the foregoing instrument was signed on behalf of said PARTNERSHIP partnership by authority of the articles of partnership, and said Jay Brasher acknowledged to me that said partnership duly executed the same.

My Commission Expires:
March 25, 1988

[Signature]
Notary Public
Residing at Salt Lake County

RETURN TO:
MOUNTAIN FUEL SUPPLY COMPANY
P.O. BOX 11578
SALT LAKE CITY, UT. 84110
ATTENTION: LINDA JOHNSON

EGG 600143 431

501 103

JLD

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02 FEBRUARY 88 02:23 PM
KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
MOUNTAIN FUEL
REC BY: REBECCA GRAY , DEPUTY

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