

RIGHT OF WAY AND EASEMENT GRANT

LARRY BALLS AND CAROL A. BALLS, his wife
Grantor S, of Cache County, State of Utah, do 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 (\$1.00) and other good and valuable considerations, receipt of which is hereby acknowledged, a right of way and easement 12.0 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 the County of Cache, State of Utah, to-wit:

Land of the Grantors located in SE $\frac{1}{4}$ of Section 8, Township 11 North, Range 1 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 at a point West 655.11 feet and South 945.38 feet from the Northeast corner of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Section 8; thence N.44°23'00"W. 920.00 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 S. 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 S. 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 S. 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.

WITNESS the execution hereof this 11th day of AUGUST, 1978.

416230 STATE OF UTAH
COUNTY OF CACHE) SS
FILED AND RECORDED FOR
MOUNTAIN FUEL SUPPLY CO.
FEE \$4.00
AUG 24 11:18 AM '78

Larry Balls
Larry Balls
Carol A. Balls
Carol A. Balls

MICHAEL E GLEED
COUNTY RECORDER
DEPUTY

STATE OF UTAH
County of CACHE)
On the 11th day of AUGUST, 1978, personally appeared
before me LARRY BALLS AND CAROL A. BALLS, HIS WIFE

the signer S. of the foregoing instrument, who duly acknowledged to me that I have executed the same.



Vernon D. Whalley
Notary Public
Residing at *Logan, Utah*

