

8897

RETURN TO:  
MOUNTAIN FUEL SUPPLY COMPANY  
P.O. BOX 11888  
SALT LAKE CITY, UT 84147  
ATTENTION: RIGHT-OF-WAY  
GO 208

# RIGHT-OF-WAY AND EASEMENT GRANT

5916498

5916498  
09/07/94 3:39 PM 12.00  
KATIE L. DIXON  
RECORDER, SALT LAKE COUNTY, UTAH  
MOUNTAIN FUEL  
REC BY: B GRAY DEPUTY - WI

## UEM III, INC.

a corporation of the State of Utah, 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 DOLLAR (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, a right-of-way and easement 33.0 feet in width to lay, maintain, operate, repair, inspect, protect, remove and replace pipelines, 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 Salt Lake, State of Utah, to-wit:

Land of the Grantor located in Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian;

the centerline 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 located South 1964.76 Ft. and West 3052.39 Ft. from the NE corner of said Section 26; thence N. 1° 38' 00" W. 500.00 Ft.

TO HAVE AND TO HOLD the same unto 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. Grantor shall have the right to use said premises except for the purposes for which this right-of-way and easement is granted to Grantee, provided such use does not interfere with the facilities or any other rights granted to Grantee hereunder.

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 shall be binding upon and inure to the benefit of the successors and assigns of Grantor and the successors and assigns of Grantee, and may be assigned in whole or in part by Grantee.

BK7014PG2363

It is hereby understood that any parties securing this grant on behalf of Grantee are without authority to make any representations, covenants or agreements not herein expressed.

IN WITNESS WHEREOF, Grantor has caused its corporate name and seal to be hereunto affixed this 12th day of August, 1994.

ATTEST:

[Signature]  
Secretary

By: [Signature]  
President

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

On the 12th day of August, 1994, personally appeared before me Jay W. Widdley and Richard L. McAllen who, being duly sworn, did say that they are the Secretary and President, respectively, of UEM III, INC. and that the foregoing instrument was signed on behalf of said corporation by authority of a resolution of its Board of Directors (or)\* its Bylaws, and said Jay W. Widdley and Richard L. McAllen acknowledged to me that said corporation duly executed the same.

[Signature]  
Notary Public

Residing at Salt Lake Co.

My Commission Expires:

3-10-98



BK7014PG2364