

WHEN RECORDED MAIL TO:  
Mountain Fuel Supply Company  
P.O. Box 45360, Right-of-way  
Salt Lake City, UT 84145-0360

3565vall.cc  
9/22/97

**RIGHT-OF-WAY AND EASEMENT GRANT**

UT 19009

ENT 669054 Bk 77 Pg 369  
DATE 14-OCT-1997 3:01PM FEE 12.00  
MICHAEL L GLEED, RECORDER - FILED BY JH  
CACHE COUNTY, UTAH  
FOR MOUNTIAN FUEL SUPPLY CO

VALLEY VIEW CONSTRUCTION, INC., d.b.a. VALLEY VIEW BUSINESS PARK, 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) in hand paid and other good and valuable consideration, receipt of which is hereby acknowledged, a right-of-way and easement 35.0 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 Cache, State of Utah, to-wit:

Land of the Grantor located in the Northwest Quarter of Section 32, Township 12 North, Range 1 East, 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 South 297.00 feet and West 447.50 feet from the Northeast Corner of Lot 2, Plat "E", Logan Farm Survey, said point being on Grantor's South property line; thence North 475.20 feet to Grantor's North property line

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.

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 22 day of Sept, 1997.

ATTEST:

Steven M. Bobka  
Steven M. Bobka, Secretary  
(SEAL)

By: Arlyn E. Rounds  
Arlyn E. Rounds, President

STATE OF UTAH )  
                          ) ss.  
COUNTY OF CACHE )

On the 22<sup>nd</sup> day of September, 1997, personally appeared before me Arlyn E. Rounds, and Steven M. Bobka who, being duly sworn, did say that they are the President and Secretary, respectively, of Valley View Bus. Pk., 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 President and Secretary acknowledged to me that said corporation duly executed the same.

John Ty Rasmussen  
Notary Public

\*Strike clause not applicable

