P.O. Box 45360, Right-of-way Salt Lake City, UT 84145-0360

NON-EXCLUSIVE

RIGHT-OF-WAY AND EASEMENT GRANT

RW 20146

02/25/97 11:50 AM 12.00
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
HOUNTAIN FUEL
REC BY:B RONE , DEPUTY - WI

HARMON CITY, 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) in hand paid and other good and valuable consideration, receipt of which is hereby acknowledged, a right-of-way and easement 20.0 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 the Northeast Quarter of Section 15, Township 2 South, Range 1 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 West 659.55 feet and South 660.10 feet from the Northeast corner of Section 15, Township 2 South, Range 1 West, Salt Lake Base and Meridian, said point being on Grantor's west property line; thence East 297.00 feet;

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.

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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 _______, 1977.

ATTEST: Doreen Harmon, Secretary Dean A. Peterson, President (SEAL) STATE OF UTAH) ss. COUNTY OF SALT LAKE 1947, personally appeared before me who, being duly sworn, and _ __, respectively, of Harmon City and that the foregoing instrument was signed on behalf ci said corporation by authority of a resolution of its Board of Directors (or)* its Bylaws, and said ____ (Vean A. Weterson and Doren Harmonacknowledged to me that said corporation duly executed the same. Buenda.

BK 7604 P6218