

14259

RIGHT OF WAY AND EASEMENT GRANT

Jesse N. Smith and Myrtle J. Smith, his wife
 Grantor.s., of Utah 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 twenty 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 Utah, State of Utah, to-wit:

The land of the Grantors located in the Southwest quarter of Section 7, Township 6 South, Range 3 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 on the West line of Grantors' property at a point 258.46 feet North and 818.3 feet East from the Southwest corner of said Section 7, thence North 82° 22' East 62.66 feet, more or less, to the West line of Provo City Corporation Property.

Also, beginning on the East line of Provo City Corporation property at a point 313.57 feet North and 930.92 feet East from the Southwest corner of said Section 7, thence North 82° 22' East 216.37 feet, more or less, to the East line of Grantors' property.

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 15th day of JUNE 1973.

R.M. Phillips
 Witness

Jesse N. Smith
 Jesse N. Smith

Myrtle J. Smith
 Myrtle J. Smith

Mary K. ...
 Witness

MOUNTAIN FUEL SUPPLY

RECORDED AT THE REQUEST OF
 MOUNTAIN FUEL SUPPLY
 14259
 JUN 15 1973
 1973 JUN -7 PM 9:54
 MOUNTAIN FUEL SUPPLY

BOOK 1338 PAGE 529

STATE OF UTAH } ss.
 County of UTAH }
 On the 15th day of JUNE 1973, personally appeared
 before me JESSE N. SMITH AND MYRTLE J. SMITH

the signer.s. of the foregoing instrument, who duly acknowledged to me that he.y executed the same.

My Commission expires:
 FEB 4 1977

D. Barnett
 Notary Public
 Residing at PROVO UTAH

