

RIGHT-OF-WAY AND EASEMENT GRANT

VALENTINE E. STEARNS and FERN STEARNS, his wife, EDWIN D. FINCH and ZORA FINCH, his wife, Grantors, of Tooele 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 DOLLAR (\$1.00) and other good and valuable considerations, receipt of which is hereby acknowledged, a right-of-way and easement 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"), said right-of-way being situated in the County of Tooele, State of Utah, and more particularly described as follows, to-wit:

Beginning at a point North 1259.94 feet and East 56.10 feet from the East Quarter corner of Section 35, Township 1 South, Range 4 West, Salt Lake Base and Meridian, thence West 1386.10 feet, thence N.34°10'E. 664.61 feet, thence East 958.44 feet, thence S.04°E. 561.00 feet to the point of beginning.

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 across any part of said right-of-way and easement, any or all of which may be done at any time or times by the Company or its agents without liability to Grantee or other parties for compensation or for damages to oil mat, curbs, gutters and shrubberies. The said Grantors 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 Grantors 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 Grantors 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 1979.
Valentine E. Stearns
EDWIN D. FINCH
Fern Stearns
ZORA FINCH

332406

No. _____ Page 1 of 2 Pages
RECORDED AT THE REQUEST OF Mountain Fuel Supply
DATE AUG 13 1979 TIME 3:40 p.m.
BOOK 174 OF RECORDS PAGE 227 FEE 10.00
DONNA S. MCKENDBICK, TOOELE COUNTY RECORDER
Tooele County Recorder

RECORDERS MEMORANDUM
DRAFTED _____
RECORDED _____
PROOF READ _____
INDEXED _____
PAGED _____
ABSTRACT 1-H
INDEX _____
GRANTEE ✓
GRANTOR ✓
NOTES MADE _____
REMARKS _____

222

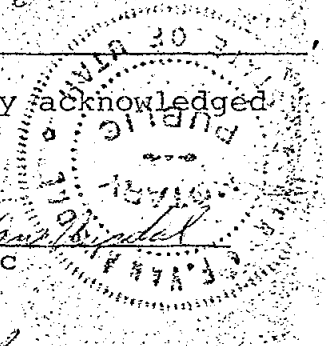
10.00

STATE OF UTAH)
)
COUNTY OF Utah) ss.

On the 15th day of June, 1979, personally
appeared before me Edwin D. Fencil and Zora H. Fencil

the signers of the foregoing instrument, who duly acknowledged
to me that they executed the same.

Wm. J. Van Dintel
Notary Public



My Commission Expires:
April 10, 1981

Residing at Dashers

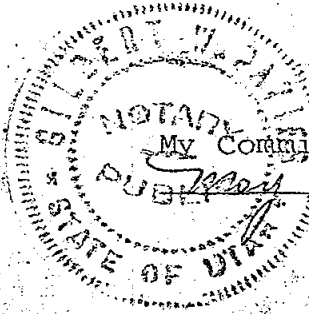
223

STATE OF UTAH)
COUNTY OF Hoole) : ss.

On the 02 day of June, 1979, personally
appeared before me Valentine E. Stearns and Fern
Stearns, husband & wife
the signers of the foregoing instrument, who duly acknowledged
to me that they executed the same.

Albert W. Davis
Notary Public

Residing at Loke Point, Utah



My Commission Expires:
May 2, 1983

221

"EXHIBIT A"
 ALL RIGHTS OF WAY TO BE
 16' IN WIDTH, WITH CENTER
 OF RIGHT OF WAY TO BE THE
 SAME AS PROPOSED GAS.

PROPERTY OF:

EDWIN D. FINCH & ZORA FINCH

JOB LOCATION:

9094 NORTH HIGHWAY 36

SEC 36 T.1S. R.4W.

225

