

5241
RIGHT OF WAY AND EASEMENT GRANT

Elmer J. Smith and Elma D. Smith, his wife

Grantor.s. of Provo, 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 Northwest quarter of Section 18, 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 at a point 1523.27 feet North and 952.28 feet East from the West quarter corner of said Section 18, thence North 89° 34' East 347.30 feet, thence North 55° 56' East 63 feet, more or less, to the North 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 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 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 20th day of April, 19 71.

RECORDED AT THE REQUEST OF
 MOUNTAIN FUEL SUPPLY
 5241
 BOOK: _____ PAGE: _____
 1971 APR 27 PM 1:03
 NINA B. HENDON
 CLERK
 UTAH COUNTY CLERK
 DEPT. OF PUBLIC SAFETY
 S. T. R. 15-2100

Elmer J. Smith
 Elmer J. Smith
Elma D. Smith
 Elma D. Smith

STATE OF UTAH
 County of Utah ss.

On the 20th day of April, 19 71, personally appeared before me Elmer J. Smith and Elma D. Smith
his wife

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

W. Schow
 Notary Public
 Residing at Pleasant Home, Utah



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