

8967

RETURN TO:
MOUNTAIN FUEL SUPPLY COMPANY
P.O. BOX 11368
SALT LAKE CITY, UT 84147
ATTENTION: RIGHT-OF-WAY
GO 206

RIGHT-OF-WAY AND EASEMENT GRANT

ENT 610242 BK 630 Pg 552
DATE 18-OCT-1994 11:32AM FEE 12.00
MICHAEL L GLEED, RECORDER - FILED BY DB
CACHE COUNTY, UTAH
FOR MOUNTAIN FUEL SUPPLY

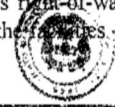
BOYD H. HILL and IDA M. HILL

Grantor(s), of Cache County, State of Utah, do(es) 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 consideration, receipt of which is hereby acknowledged, a right-of-way and easement 16.0 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 Northeast Quarter of the Southeast Quarter of Section 35, Township 11 North, 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 North 166.22 feet and East 120.46 feet from the Northwest corner of the intersection of U.S. Highway 101 and U.S. Highway 89-91. Said point of beginning being 8.0 feet westerly of the West highway right-of-way line of Highway 89-91. Thence South 38°09'50" West parallelling Highway 89-91 for 200.0 feet. Thence North 76°37'10" West parallelling the North right-of-way line of Highway 101 300.0 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(s) 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(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. Provided, however, that nothing contained herein shall prohibit the existing improvements located on the premises or prohibit Grantor from building or constructing, or permitting to be built or constructed, additional landscaping, curbing, guttering, pavement, utilities or other similar improvements over and across said right-of-way,

so long as the installation of such additional improvements does not damage said pipeline. This right-of-way shall be binding upon and inure to the benefit of the successors and assigns of Grantor(s) 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.

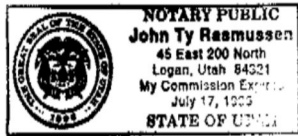
WITNESS the execution hereof this 14 day of Sept., 1994.

Boyd Hill
Boyd H. Hill

Ida M Hill
Ida M. Hill

STATE OF UTAH)
) ss.
COUNTY OF CACHE)

On the 16th day of Sept., 1994, personally appeared before me Boyd H. Hill - Ida M. Hill the signer(s) of the foregoing instrument, who duly acknowledged to me that he/she/they executed the same.



John Ty Raamussen
Notary Public

Residing at Logan, UT.

My Commission Expires:
July 17, 1996