BK 7824PG0499

WHEN RECORDED MAIL TO:
Mountain Fuel Supply Company
P.O. Box 45360, Right-of-way
Salt Lake City, UT 84145-0360

## RIGHT-OF-WAY AND EASEMENT GRANT UT 19043

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 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 Salt Lake, State of Utah, and more particularly described as follows, to-wit:

Land of the Grantor located in Section 14, Township 2 South, Range 1 East, SLB&M.

Those areas designated as "Private Street" (including the public utility easement adjacent to Silver Hawk Drive) as shown within SILVER HAWK SUBDIVISION, Phase 2, according to the official plat as recorded in the office of the county recorder for Salt Lake County, State of Utah.

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.

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 17th day of October , 19<u>97</u> .. Robert J. Holmes, Secretary Loreen H. Holmes President NO STATE OF UTAH ) ss. COUNTY OF SALT LAKE 172 day of <u>October</u> , 19<u>97</u>, personally appeared before me Holmes, and Robert \_\_\_\_ who, being duly sworn, did say that they are the president Silverhawk Componentian , and that the foregoing instrument was signed on behalf of said corporation by authority of a resolution of its Board of Directors (or)\* its Bylaws, and said borcen H. Holmes and Robert J. Holmes acknowledged to me that said corporation duly executed the same. Notary Public
ROBERT J. TAYLOR
First American Title Co.
330 East 400 South
Salt Lake City, Utah 84111
My Commission Expires
November 10, 1599 ľ \*Strike clause not applicable November 10, 1999

12/05/97 12:38 PM 12.00

MANCY WORKMAN

RECORDER, SALT LAKE COUNTY, UTAH

QUESTAR GAS COMPANY
PO BOX 45360
SLC, UT 84145-0360
REC BY:R FRESQUES ,DEPUTY - WI

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