

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

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3499Mill.jc
8/7/97

RIGHT-OF-WAY AND EASEMENT GRANT

UT 18899

ENT 69775 BK 4371 PG 410
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
1997 Sep 08 3:10 pm FEE 12.00 BY JW
RECORDED FOR MT FUEL

GAE O. MILLER

Grantor, of Utah County, State of Utah, 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 20 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 Utah, State of Utah, to-wit:

Land of the Grantor located in the North Half of Section 25, Township 5 South, 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 South 278.94 feet and West 252.34 feet from the North Quarter Corner of Section 25, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence South 38°00'55" East 391.09 feet; thence South 26°38'08" East 49.96 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 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.

