

## RIGHT OF WAY AND EASEMENT GRANT

ALAN NIELSEN and JULIE J. NIELSEN, his wife  
 Grantor(s), of Cache 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 AND NO/100 DOLLARS  
(\$ 1.00) and other good and valuable considerations, 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 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 Cache, State of Utah, to-wit:

Land of the Grantors located in Lot 7, Block 20, Plat "A",  
 Hyrum City Survey in the SE<sup>1/4</sup> Section 5, Township 10 North,  
 Range 1 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 74.5 feet North of the Southeast corner  
 of said Lot 7, thence West 152.0 feet.

STATE OF UTAH | SS  
 MICHAEL L GLEED | SS  
 COUNTY RECORDER FILED AND RECORDED FOR  
 DEPUTY MOUNTAIN FUEL SUPPLY CO.  
 APR 26 1978 10 52 AM '78

**412601 FEE \$4.00**

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.... 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 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 grant shall be binding upon and inure to the benefit of the successors and assigns of Grantor.... 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 8<sup>th</sup> day of NOVEMBER, 19<sup>77</sup>.

*Alan Nielsen*  
 Alan Nielsen  
*Julie J. Nielsen*  
 Julie J. Nielsen

Witness

Witness

STATE OF UTAH

County of CACHE

On the 8<sup>th</sup> day of NOVEMBER, 19<sup>77</sup>, personally appeared  
 before me ALAN NIELSEN AND JULIE J. NIELSEN, HIS  
 WIFE

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

*Deborah Deatley*  
 Notary Public

Residing at Fagan, Utah



book 229 page 407