

RETURN TO  
MOUNTAIN FUEL SUPPLY COMPANY  
P.O. BOX 11368  
SALT LAKE CITY, UT 84139  
ATTENTION: RIGHT-OF-WAY  
OO 306

### RIGHT-OF-WAY AND EASEMENT GRANT

ENT 13048 BK 2684 PG 863  
NINA B REID UTAH CO RECORDER BY MB  
1990 APR 27 9:06 AM FEE 8.00  
RECORDED FOR MOUNTAIN FUEL SUPPLY

BOYER OREM ASSOCIATES, a Utah Limited Partnership

Grantor, by and through H. Roger Boyer, General Partner, 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) and other good and valuable consideration, receipt of which is hereby acknowledged, a right-of-way and easement 20.0 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 Utah County, State of Utah, to-wit:

Land of the Grantor located in Section 14, Township 6 South, Range 2 East, 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 665.16 feet South and 1336.88 feet East from the West Quarter Corner of said Section 14; thence North 88°45'40" West 200.36 feet; thence South 1°09'47" West 122.30 feet.

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. 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 partnership name to be hereunto affixed this 18<sup>th</sup> day of April, 1990.

BOYER OREM ASSOCIATES

By: *H. Roger Boyer*  
H. Roger Boyer, General Partner

STATE OF UTAH )  
COUNTY OF Salt Lake ) ss.

On the 18<sup>th</sup> day of April, 1990, personally appeared before me H. Roger Boyer, who, being duly sworn, did say that he is a General Partner of BOYER OREM ASSOCIATES, a Utah Limited Partnership, and that the foregoing instrument was signed on behalf of said partnership by authority of the articles of partnership, and said H. Roger Boyer acknowledged to me that said partnership duly executed the same.

*De Niese D. Balli*  
Notary Public  
Residing at Salt Lake County

