

RIGHT-OF-WAY AND EASEMENT GRANT

KNOW ALL MEN BY THESE PRESENTS: *LK*

That in consideration of *\$1* 220.00 *DK* Dollar(s) and other good and valuable consideration paid to LYLE L. AND MARGUERITE KAY hereinafter referred to as GRANTOR, by NEPHI CITY, hereinafter referred to as GRANTEE, the receipt of which is hereby acknowledged, the GRANTOR does hereby grant, bargain, sell, transfer, and convey unto the GRANTEE, its successor and assigns, a perpetual easement with the right to erect, construct, install, and lay and thereafter use, operate, inspect, repair, maintain, replace, and remove a Natural Gas Pipeline and Appurtenances (hereinafter collectively called "Facilities") over, across, and through the land of the GRANTOR situated in UTAH County, State of Utah, said land being described as follows:

Located in the Northeast, Southeast, and Southwest quarter of the Northeast quarter of Section 11, Township 10 South, Range 1 East, Salt Lake Base and Meridian.

The easement shall be 50 feet in width during construction, and upon completion the perpetual easement shall be 30 feet in width, 15 feet on each side of the centerline of said Facilities, more particularly described as follows but where actually constructed on the land:

Beginning at a point on the easterly line of the grantor's property, said point being North 00°04'32" West 1,430.76 feet along the Section line from the East quarter corner of said Section 11. (Basis of Bearing: Utah Coordinate System Central Zone); thence South 47°09'42" West 2,131.09 feet more or less to a point on the south line of grantor's property.

TO HAVE AND TO HOLD the same unto the GRANTEE, 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 the 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 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 GRANTEE provided such use does not interfere with the facilities or any other rights granted to the GRANTEE hereunder.

The GRANTEE hereby agrees to pay damages, restore, or replace in kind, at the GRANTEE's discretion; fences, crops, underground pipes, and other improvements in the event such is damaged by the construction, maintenance, repair, replacement, or removal of the facilities.

The GRANTOR shall not build or construct nor permit to be built or constructed any building or other improvement over, across, or under said right-of-way, nor change the contour thereof without written consent of the GRANTEE. This right-of-way grant shall be binding upon and insure to the benefit of the successors and assigns of the GRANTOR and the successors and assigns of the GRANTEE and may be assigned in whole or in part by the 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.

IN WITNESS WHEREOF, the GRANTORS have executed this instrument this 21<sup>st</sup> day of March, 1991.

Lyle L. Kay  
Marjorie Kay

STATE OF UTAH )  
 ) SS.  
COUNTY OF Utah )

Personally appeared before me on the 21<sup>st</sup> day of March, 1991 the signers of the above instrument, who duly acknowledged to me that he executed the same.

Sherrill K. Green  
Notary Public

My commission expires Jan 1992 Residing in Spanish Fork, Utah

