## RIGHT-OF-WAY AND EASEMENT GRANT UT 18769

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 16.0 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 the County of Weber, State of Utah, to-wit:

Land of the Grantor located in the Southeast Quarter of Section 1, Township 5 North, Range 2 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 West 1433.87 feet and North 244.93 feet from the Southeast corner of Section 1, Township 5 North, Range 2 West, Salt Lake Base and Meridian; thence North 0°23'35" East 173.00 feet to-the point of beginning;

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.

Page 1 of 2 Pages

EX 1446321 BK 1840 PG789
DOUG CROPTS, WERER COUNTY RECORDER
20-DE 96 867 M FEE 1.00 DEP HH
REG FOR GODEN.CITY

£6 1458827 BK 1851 FG35
DOUG CROFTS, WEBER COUNTY RECORDER
07-MAR-97 820 AM FEE \$14.00 DEP MH
REC FORT MOUNTAIN.FUEL.SUPPLY.CO.

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 19th day of December, 19 1/2  |   |
| ATTEST:  Liena City  Clerk  (SEAL)   | 7 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 |
| STATE OF UTAH ) ) ss. COUNTY OF WEBER )  |   |
| On the 19th day of Documber., 19th, personally appeared before me Stenn J. Mechan, and Abria J. Bernett who, being duly sworn, did say that they are the Mayon and City Recorder, respectively, of and corporation by authority of a resolution of its Board of Directors (or)* its Bylaws, and said corporation duly executed the same. |   |
| Lasan Tissources & Notary Public   | =                                       |

\*Strike clause not applicable



NOTARY PUBLIC DEANN WALLWORK 2484 Washington Blvd. #300 Ogden, UT 84401 My Commission Expires March 14th, 1998 81ATE OF UTAH

Page 2 of 2 Pages

ACTO CENTER OF THE STATE OF THE

E# 1458827 BK1851 FG36

