

RIGHT OF WAY AND EASEMENT GRANT

Nile Waters and Loretta P. Waters, his wife

GrantorS., of Salt Lake 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 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"), said right of way being situated in the County of Salt Lake, State of Utah, and more particularly described as follows, to-wit:

A part of the Southwest quarter of the Southwest quarter of Section 23, Township 1 South, Range 1 West, Salt Lake Base and Meridian, beginning at the Northwest corner of Lot 14, Block 8, Chesterfield Plat "A", thence South 669.244 feet, thence South 78° 50' West 67.246 feet, thence North 682.267 feet, thence East 66 feet to the point of beginning.

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 GrantorS. 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 GrantorS. 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 GrantorS. 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 29TH day of DECEMBER, 1961

x Nile Waters

Nile Waters

x Loretta P. Waters

Loretta P. Waters

Witness

Witness

STATE OF UTAH

County of SALT LAKE } ss.

On the TWENTY NINTH day of DECEMBER, 1961, personally appeared before me NILE WATERS AND LORETTA P. WATERS, HIS WIFE.

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

My Commission expires

JAN 1 1965

RW-2: SL 5-61

J. A. K. Notary Public

Residing at SALT LAKE CITY