## PAGE (0) BEELL ( ) ABSTRACT ( ) PLAT ( ) CHECK ( )

WHEN RECORDED MAIL TO: Mountain Fuel Supply Company P.O. Box 45360, Right-of-way Salt Lake City, UT 84145-0360 2231.cp

WASATCH CO RECORDER-ELIZABETH A PARCELL 1998 MAR 06 09:32 AN FEE \$12.00 BY MUC REQUEST: QUERSTAR REGULATED SERVICES

## RIGHT-OF-WAY AND EASEMENT GRANT UT 19087

HUTCHINSON ENTERPRISES. INC.

a corporation of the State of Utah, 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 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"), said right-of-way being situated in the County of Wasatch, State of Utah, and more particularly described as follows, to-wit:

Land of the Grantor located in the Northwest Quarter of Section 29, Township 3 South, Range 5 East, Salt Lake Base and Meridian;

Beginning at a point on the west line of the Hutchinson property, said point being 3298.27 feet North and 1546.02 feet East of the Southwest corner of said Section 29; said point also lying on the East right-of-way line of U.S. Highway 40; thence North 89°26'49" East 264.94 feet; thence South 89°27'04" East 349.93 feet; thence North 88°59'30" East 491.89 feet; thence South 0°25'05" East 8.18 feet; thence North 88°59'30" East 319.27 feet; thence South 1°00'15" East 6.82 feet; thence South 88°59'30" West 811.28 feet; thence North 89°27'04" West 349.99 feet; thence South 89°26'49" West 265.42 feet to a point on the East right-of-way line of said U.S. Highway 40; thence North 1°49'52" East 15.01 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; provided, however that Grantee will install the facilities to a depth of

Page 1 of 2 Pages

The account of the contribution of the second party places to be about a contribution of

o radio de la ciencia de relación cara cera camella mentificación e descerención o em un contrabilizar esto car

60 inches of cover and that Grantor may excavate over the facilities to remove cover to a depth of 36 inches, 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.

Bruce Hutchinson, Secretary

By: Thut Hutchinson, President

(SEAL)

STATE OF UTAH
)
SS.
COUNTY OF SALT LAKE
)

MARSHA K. JOHANSON 6995 Union Park Cntr. #250 Midvele, UT 84047 My Commission Expires Catober 27, 2000 STATE OF UTAH

Notary Public

\*Strike clause not applicable

10111111 Bk 00375 Pg 00109

Page 2 of 2 Pages