

478

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

# RIGHT OF WAY AND EASEMENT GRANT

UNITED STATES POLLUTION CONTROL, INC.  
a Corporation of the State of Oklahoma, 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 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 Tooele, State of Utah, and more particularly described as follows, to-wit:

Beginning at a point North 1,266.06 feet and West 1,313.47 feet from the East Quarter Corner of Section 35, Township 1 South, Range 4 West, Salt Lake Base and Meridian, thence S.89°44'33"E. 712.25 feet; thence S.0°15'29" W. 16.00 feet; thence N.89°44'33"W. 723.29 feet; thence N.34°51'37"E. 19.44 feet to the point of beginning.

BOOK 299  
032409  
PAGE 478  
EN  PT AB

RECORDED AT REQUEST OF  
Mtn. Fuel Supply  
1990 FEB 12 PM 2:12  
DONNA S. McKENDRICK  
TOOELE COUNTY RECORDER

DEPUTY mu FEE 7.00

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 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 said Grantee, provided such use does not interfere with the facilities or any other rights granted to the Grantee hereunder.

The 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 grant shall be binding upon and inure to the benefit of the successors and assigns of Grantor 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.

IN WITNESS WHEREOF the Grantor has caused its corporate name and seal to be hereunto affixed this 19<sup>th</sup> day of DECEMBER, 1987.

ATTEST:

UNITED STATES POLLUTION CONTROL, INC.

(SEAL)

Secretary

By

Ken Jackson

President

STATE OF Okla

County of Okla } ss.

On the 18<sup>th</sup> day of Dec, 1987, personally appeared before me Ken Jackson and \_\_\_\_\_ who being duly sworn, did say that they are the President and \_\_\_\_\_, respectively, of U.S. Pollution Control, Inc. and that the foregoing instrument was signed on behalf of said corporation by authority of a resolution of its Board of Directors, (or)\* its By-Laws, and said Ken Jackson and \_\_\_\_\_ acknowledged to me that said corporation duly executed the same.

My Commission expires:

May 23, 1990

\*Strike clause not applicable.

RW-4 SL 5-61

Carol A. Massey  
Notary Public  
Residing at 4107 Angela Dr  
Big City, OK  
73115