

RIGHT OF WAY AND EASEMENT GRANT

3465011

BYRON L. SMITH and SUE A. SMITH, 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 DOLLARS (\$1.00) and other good and valuable considerations, receipt of which is hereby acknowledged, a right of way and easement 12.0 feet in width 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") through and across the following described land and premises situated in the County of Salt Lake, State of Utah, to-wit:

Land of the Grantor located in the Northeast Quarter, Southwest Quarter, Section 32, Township 3 South, Range 1 East, Salt Lake Base and Meridian,

the center line 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 South 541.43 feet, and West 206.34 feet, from the center of said Section 32, said point being on Grantors' North property line; thence South 2°31'12" West 65.13 feet.

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 23 day of June, 1980.

Byron L. Smith

BYRON L. SMITH

Sue A. Smith

SUE A. SMITH

WITNESS

Witness

STATE OF UTAH
County of Salt Lake } ss.

On the 23rd day of June, 1980, personally appeared before me Byron L. Smith and Sue A. Smith, his wife.

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

My Commission expires:

Dec. 7, 1983

STATE OF UTAH
NOTARY PUBLIC
My Commission
expires: Dec. 7, 1983
P.M. 5:61
R.W. 1 C. 5:61

Residing at Murray, Utah

Linda S. Johnson

Notary Public

BOOK 5136 PAGE 471