

7235

RIGHT-OF-WAY AND EASEMENT GRANT

ENT 39086 BK 2976 PG 730
NINA B REID UTAH CO RECORDER BY MB
1992 AUG 4 9:09 AM FEE 8.00
RECORDED FOR MOUNTAIN FUEL SUPPLY CO

NEW PLUM TREE, a Utah General Partnership

Grantor, by and through Richard A. Haws, General Partner, 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) and other good and valuable consideration, receipt of which is hereby acknowledged, a non-exclusive right-of-way and easement 20.0 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 that are located 10.0 feet on either side of the following centerline that is situated in Utah County, State of Utah, to-wit:

Land of the Grantor located in the SE Quarter of Section 25, Township 6 South, Range 2 East, 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 1899.17 feet North and 68.34 feet East from the South Quarter Corner of Section 25, Township 6 South, Range 2 East, Salt Lake Base and Meridian (based on the Utah Coordinate System Central Zone, bearings of section lines); said point being on the centerline of existing Mountain Fuel Supply Right of Way and Easement Grant as recorded entry #39384, Book 235B, Page 108, Utah County Recorder, thence North 1°34'40" East 23.26 feet more or less to the Grantor's Northerly property line.

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; provided, however, that at its expense, Grantee, its successors and assigns, shall be obligated to repair and restore the easement area following any activities permitted hereunder. 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 which consent shall not be withheld unreasonably; provided, however, that nothing contained herein shall prohibit Grantor from

maintaining fencing and landscaping on the easement area. 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.

IN WITNESS WHEREOF, Grantor has caused its partnership name to be hereunto affixed this 5 day of JUNE, 1992.

NEW PLUM TREE, a Utah general Partnership

By: [Signature]
Richard A. Haws
Managing General Partner

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On the 5th day of June, 1992, personally appeared before me Richard A. Haws, who, being duly sworn, did say that he/she is a General Partner of NEW PLUM TREE, and that the foregoing instrument was signed on behalf of said partnership by authority of the articles of partnership, and said Richard A. Haws acknowledged to me that said partnership duly executed the same.

[Signature]
Notary Public

Residing at Salt Lake City

My Commission Expires:

