

6639

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

#### BAER & NIXON 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) 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 Cache, State of Utah, and more particularly described as follows, to-wit:

Beginning at the Northeast Corner of Lot 17, Fruitland Acres Unit 2 Subdivision; thence South 88°59'12" East 475.00 feet; thence North 1°00'48" East 60.00 feet; thence North 88°59'12" West 216.52 feet; thence North 0°35'51" West 180.71 feet; thence South 82°30' West 116.25 feet; thence South 2°09'25" East 10.00 feet; thence South 0°19'45" East 10.00 feet; thence North 82°30' East 93.72 feet; thence South 0°35'51" East 157.57 feet; thence North 88°59'12" West 220.00 feet; thence South 9°51'57" West 62.78 feet to point of beginning.

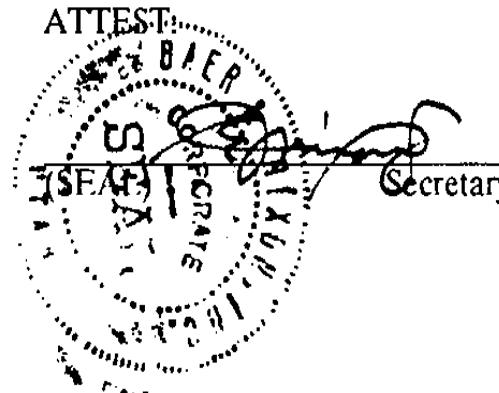
TO HAVE AND TO HOLD the same unto the said Mountain Fuel Supply Company, its successors and assigns, so long as such facilities shall be maintained, with the right of ingress and egress to and from said right-of-way to maintain, operate, repair, inspect, protect, remove and replace the same. During temporary 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. 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. 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 corporate name and seal to be hereunto affixed this 20<sup>th</sup> day of OCTOBER, 1959.

ATTEST.



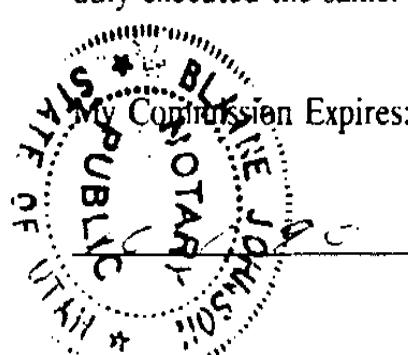
BAER & NIXON INC.

By

President

STATE OF UTAH )  
COUNTY OF CACHE ) SS

On the 30th day of OCTOBER, 1967, personally appeared before me ALEX BAER and JACK NIXON, who, being duly sworn, did say that they are the President and Secretary, respectively, of Baer & Nixon 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 Bylaws, and said ALEX BAER and JACK NIXON acknowledged to me that said corporation duly executed the same.



### My Commission Expires

Barbara Johnson  
Notary Public

Residing at 1554 - W.

\* Strike clause not applicable

RETURN TO  
MOUNTAIN FUEL SUPPLY COMPANY  
P O BOX 11388  
SALT LAKE CITY, UT 84139  
ATTENTION RIGHT-OF-WAY  
60-206