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

3231Bene.cc  
6/16/90

## RIGHT-OF-WAY AND EASEMENT GRANT UT 18520

### BENEFICIAL DEVELOPMENT COMPANY

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 non-exclusive right-of-way and easement 16 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 situated in the County of Salt Lake, State of Utah, to-wit:

Land of the Grantor located in Section 19, Township 1 South, Range 1 West, 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 North 89°50'53" West 40.00 feet along the quarter section line and South 76.00 feet from the East Quarter Corner of Section 19, Township 1 South, Range 1 West, Salt Lake Base and Meridian; running thence North 89°50'53" West 57.446 feet; thence Southwesterly 390.971 feet along a 642.00 foot radius curve to the left (chord bears South 72°42'21" West 384.958 feet); thence South 22°03'31" West 182.285 feet; thence South 69°12'54" West 136.733 feet; thence Southwesterly 530.920 feet along a 642.00 foot radius curve to the left (chord bears South 05°11'28" West 515.920 feet); thence South 18°30'00" East 687.315 feet; thence Southwesterly 1422.042 feet along a 823.00 foot radius curve to the right (chord bears South 31°00'00" West 1251.628 feet); thence South 80°30'00" West 98.621 feet to the point of ending of this easement;

also, beginning at a point North 89°50'53" West 570.401 feet along the quarter section line and South 1302.608 feet from the East Quarter Corner of Section 19, Township 1 South, Range 1 West, Salt Lake Base and Meridian; running thence South 71°30'00" West 106.00 feet;

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

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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. Provided, however, no building or other improvement shall be built or constructed over or across said easement which would interfere with Grantees maintenance obligations under the Natural Gas Pipeline Safety Act, 49 U.S.C. Sec. 1671 et seq., as amended, nor change the contour thereof without written consent of Grantee. Other utilities may be located within such easement provided their lines and facilities are located no closer than 36 inches for horizontal installations, and no closer than 12" vertically, for crossings, from the outside diameter of Grantees pipeline(s) and provided such other utilities comply with the provisions of the Damages to Underground Utility Facilities Act, Utah Code Ann. Sec. 54-8a-1, et seq, as it may be amended.

Nothing herein shall prohibit Grantor from building or constructing, or permitting to be built or constructed curb and gutter, sidewalks, pavement, landscaping or similar improvements over and across said right-of-way, so long as said improvements do not damage said facilities. Grantee, following the installation or maintenance of the facilities, shall restore the surface of the right-of-way and any constructed improvements to, as near as practicable, the condition of the surface and the constructed improvements prior to said installation or maintenance. 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 10th day of June, 1996.

ATTEST:

### Beneficial Development Company

C. Eugene Gronning, Secretary

By: Wayne G. Facer  
Wayne G. Facer, President

(SEAL)

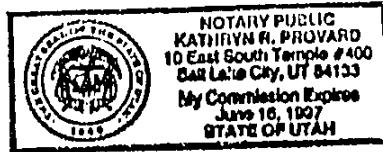


STATE OF UTAH )  
COUNTY OF SALT LAKE )  
                          ) SS.  
                          )

On the 4<sup>th</sup> day of June, 1996, personally appeared before me Wayne S. Facer, and C. Eugene Grouning who, being duly sworn, did say that they are the President and Secretary, respectively, of Beneficial Development Co., 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 Wayne S. Facer and C. Eugene Grouning acknowledged to me that said corporation duly executed the same.

Kathryn R. Provard  
Notary Public

\*Strike clause not applicable



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07/29/96 08:19 AM 15-00  
NANCY WORKMAN  
RECORDER, SALT LAKE COUNTY, UTAH  
MOUNTAIN FUEL  
REC BY: B GRAY DEPUTY - WI