

3707329

RIGHT OF WAY AND EASEMENT GRANT

DOMINGUEZ PARK, PHASE III, A LIMITED UTAH PARTNERSHIP, WITH KIER CORPORATION, GENERAL PARTNER, 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 16.0 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 Salt Lake County, State of Utah, to-wit:

Land of the Grantor located in the Southeast Quarter of Section 35, Township 1 South, Range 1 West, 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 North 1197.03 feet and West 350.36 feet from the Southeast Corner of said Section 35, thence North 0° 02' 30" East 158.00 feet.

ALSO beginning at a point North 1197.11 feet and West 618.36 feet from the Southeast Corner of said Section 35, thence North 0° 02' 30" East 115.00 feet.

ALSO beginning at a point North 1190.78 feet and West 711.37 feet from the Southeast Corner of said Section 35, thence South 89° 57' 30" West 152.00 feet, thence North 0° 02' 30" East 135.00 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 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 partnership name to be hereunto affirmed this 2nd day of August, 1982.

DOMINGUEZ PARK, PHASE III,
BY KIER CORPORATION, GENERAL PARTNER

By James E. Kier
PRESIDENT

Annette Peterson
ASSISTANT SECRETARY

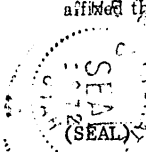
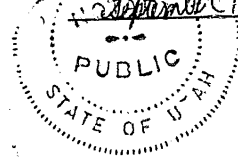
STATE OF UTAH

COUNTY OF Wasatch ss.

On the 2nd day of August, 1982, personally appeared before me James E. Kier President and Annette Peterson Assistant Secretary, who being duly sworn, did say that ~~James E. Kier~~ Kier Corporation is General Partner of Dominguez Park, Phase III and that the foregoing instrument was signed on behalf of said partnership by authority of the articles of partnership, and said James E. Kier and Annette Peterson acknowledged to me that said partnership duly executed the same.

My Commission Expires: September 11, 1985

David A. Joseph
Notary Public
Residing at Mayra, Utah



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RETURN TO:
MOUNTAIN FUEL SUPPLY COMPANY
P.O. BOX 11363
SALT LAKE CITY, UT. 84139
ATTENTION: LINDA JOHNSON

KATHLEEN
RECORDS
SALT LAKE COUNTY
UTAH

SEP / 0 38 AM '82

MOUNTAIN FIRE SUPPLY CO
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\$ 011P

Wayne Harper
WAYNE HARPER

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