

RIGHT-OF-WAY AND EASEMENT GRANT

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of One Dollar and other good and valuable consideration paid to Flying J, Inc., hereinafter referred to as GRANTOR, by NEPHI CITY A MUNICIPAL CORPORATION, 21 East 100 North, Nephi Ut. 84648, hereinafter referred to as GRANTEE, the receipt of which is hereby acknowledged, the GRANTOR does hereby grant, and convey unto the GRANTEE, its successor and assigns, a perpetual easement with the right to construct and lay and thereafter use, operate, inspect, repair, maintain, replace, and remove utility lines and appertances including but not limited to gas, water, sewer, electric and telephone through the land of the GRANTOR situated in JUAB County, State of Utah, said land being described as follows:

The easement shall be 20 feet in width along the westerly portion of Grantor's property and the easterly side of the following described line. Beginning at a point on the East right-of way line of State Road 41 located South 0 degrees 10 min. 10 sec. East along the section line 907.50 feet and North 89 degrees 49 min. 50 sec. East 127.54 feet from the Northwest corner of the Northwest quarter of Section 16, Township 13 South, Range 1 East, Salt Lake Base and Meridian, thence South 15 degrees 18 Min. 48 Sec West 1316.67 feet along said right-of-way to point of ending.

TO HAVE AND TO HOLD the same unto the GRANTEE, it's successors and assigns, with the right of access though adjoining property along this right-of-way to build, maintain, operate, repair, inspect, protect, remove, and replace the same. In the case of an emergency when it would be hazardous to do otherwise, access may be from surrounding property. The 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 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 permanent structure over said right-of way. Grantor shall not build or permit to be built any other improvement or pipe over, across, or under said right-of-way, or lower the contour thereof without notifying the GRANTEE at least two working days before any digging begins.

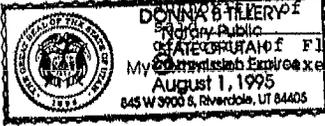
It is hereby understood that any parties securing this grant on behalf of the GRANTEE are without authority to make any representations, covenants, or agreements not herein expressed.

IN WITNESS WHEREOF, the GRANTORS have executed this instrument this day of \_\_\_\_\_, 1994.

STATE OF UTAH )  
                  ) SS.  
COUNTY OF Box Elder)

*J. Phillip Adams*

On the 4th day of August, 1994, personally appeared before me J. Phillip Adams, who being by me duly sworn did say, each for himself that he is the President and \_\_\_\_\_ of said corporation, and that the within foregoing instrument was signed in behalf of said corporation by \_\_\_\_\_



DONNA B. MILLER of a resolution of its Board of Directors and \_\_\_\_\_ and \_\_\_\_\_ each, as \_\_\_\_\_ of Flying J, Inc., duly acknowledge to me that said \_\_\_\_\_ executed the same.

My commission expires August 1, 1995  
Donna B. Miller Notary Public  
Residing Ogden, UT

00202544 Br0365 Pa01782  
CRAIG J. SPERRY, JUAB COUNTY RECORDER  
1994 SEP 08 15:04 PM FEE \$1.00 BY CJS  
FOR: NEPHI CITY, A MUNICIPAL CORPORATION