

39384

RIGHT OF WAY AND EASEMENT GRANT

Plum Tree Associates, a Utah General Partnership, Grantor, by and through Richard A. Haws, 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 DOLLARS (\$ 1.00 ) and other good and valuable considerations, receipt of which is hereby acknowledged, a right of way and easement 20.0 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 Utah County, State of Utah, to-wit:

Land of the Grantor located in the Southeast Quarter Section 25, Township 6 South, Range 2 East, 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 on the South line of the Plum Tree Development, said point being on the North line of 2230 North and North 1053.28 feet and East 524.22 feet 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) and running thence North 1°26'08" West 756.38 feet; thence North 46°30'04" West 143.60 feet; thence South 88°26' West 410.00 feet more or less to the West boundary line of Plum Tree Phase 1A.

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 affixed this 8th day of October, 1986.

Plum Tree Associates
By Richard A. Haws, Partner

STATE OF UTAH )
: ss.
COUNTY OF Salt Lake )

On the 8th day of October, 1986, personally appeared before me Richard A. Haws, Partner of Plum Tree Associates 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.

My Commission Expires: September 11, 1989

Notary Public
Residing at Salt Lake County, Utah

UTAH COUNTY RECORDS
RECORDED
1986 NOV 11 PM 3:25

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RETURN TO: MOUNTAIN FUEL SUPPLY COMPANY P.O. BOX 11368 SALT LAKE CITY, UT. 84139 ATTENTION: LINDA JOHNSON

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