

47038

RIGHT OF WAY AND EASEMENT GRANT

C. M. MAGLEBY PROPERTIES, a General Partnership
By Hal Mark Magleby, a 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 twenty (20) 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:

The land of the Grantor located in the Northeast quarter of Section 36, 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 1124.34 feet East and 1419.87 feet South from the North quarter corner of said Section 36, thence West 121.77 feet, thence South 65° 54' 39" West 70 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 affixed this 28th day of August, 1978

ATTEST: C & M Magleby Properties, a General Partnership
By Hal Mark Magleby, a Partner

STATE OF UTAH
County of Utah ss.

On the 28th day of August, 1978 personally appeared before me Hal Mark Magleby

who being duly sworn, did say that he is the General Partner of C & M Magleby Properties, a General Partnership

and that the foregoing instrument was signed on behalf of said partnership by authority of the Articles of partnership and said Hal Mark Magleby

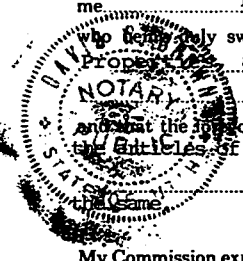
acknowledged to me that said partnership duly executed

My Commission expires: David R. Brown Notary Public

Residing at Salt Lake City, Utah

\*Strike clause not applicable. 84121

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MT. FUEL SUPPLY CO.

1978 NOV 21 PM 12:05

NINA B. REID  
UTAH COUNTY REC'D  
DEPT. OF PUBLIC SAFETY  
PH. ABS. IND. 52400

MT. FUEL SUPPLY CO.

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