

RIGHT OF WAY AND EASEMENT GRANT

OAK CLIFF HOME OWNERS ASSOCIATION

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 and No/100 - - - - - DOLLARS (\$1.00) and other good and valuable considerations, receipt of which is hereby acknowledged, a right of way and easement thirty (30) 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 Southeast quarter of the Southwest quarter of Section 32, Township 6 South, Range 3 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 653.54 feet South and 342.97 feet East from the Northwest corner of the Southeast quarter of the Southwest quarter of said Section 32, thence North 6° 51' West 241.25 feet, thence North 17° 34' West 169.75 feet, thence North 24° 26' West 180.2 feet, thence North 16° 04' West 94 feet.

Also a right of way twenty (20) feet in width, beginning at a point 147.26 feet South and 231.83 feet East from the Northwest corner of the Southeast quarter of the Southwest quarter of said Section 32, thence North 46° 51' East 184.11 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 corporate name and seal to be hereunto affixed this 29th day of September, 1970

ATTEST:

OAK CLIFF HOME OWNERS ASSOCIATION

Allen J. Snow
Secretary

By *David A. Schaefer*
President

(SEAL)
No
SRW/ASL 5
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RECORDED AT THE REQUEST OF
MOUNTAIN FUEL SUPPLY

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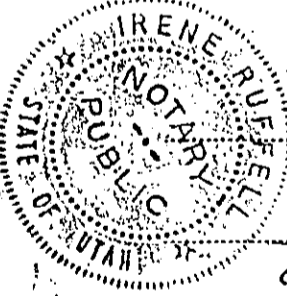
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NINA B. REID
UTAH COUNTY RECORDER
DEPUTY

PL. S T R
ABS IND

MOUNTAIN FUEL SUPPLY

(4)



STATE OF UTAH } ss. Utah County of _____

On the 29th day of Sept, 1970, personally appeared before me and _____ and _____ who being duly sworn, did say that they are the _____ and _____, respectively, of _____ and _____ Mountain Fuel Supply and that the foregoing instrument was signed on behalf of said corporation by authority of a resolution of its Board of Directors, (or its By-Laws, and said _____ and _____ David Brown and _____ John Brown acknowledged to me that said corporation duly executed the same.

My Commission expires: Oct. 27, 1972

Residing at Bluff, Utah

Notary Public Irene Ruffell

*Strike clause not applicable.