

24652

RIGHT OF WAY AND EASEMENT GRANT

MAPLE VILLAGE INVESTMENTS, A UTAH LIMITED PARTNERSHIP WITH BRIAN SELLERS... 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... 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 Southwest Quarter of Section 24, Township 5 South, Range 1 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 1694.81 feet North and 1040.42 feet West from the South Quarter Corner of said Section 24, running thence North 89° 57' 15" East 175.85 feet more or less to the Grantor's East property line, said point also being the West line of State Highway Number 180.

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.

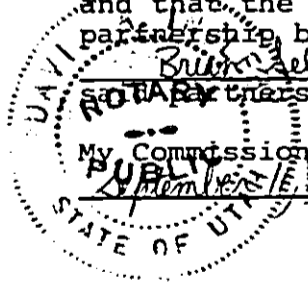
It is hereby understood that any parties securing this grant on behalf of the Grantee are without authority to make any representations, covenants or agreements not herein expressed.

IN WITNESS WHEREOF the Grantor has caused its partnership name to be hereunto affixed this 7th day of September, 1982.

MAPLE VILLAGE INVESTMENTS, By Brian Sellers BRIAN SELLERS GENERAL PARTNER

STATE OF UTAH) COUNTY OF Salt Lake) ss.

On the 7th day of September, 1982, personally appeared before me Brian Sellers who being duly sworn, did say that (he is/they are) General Partner of Maple Village Investments and that the foregoing instrument was signed on behalf of said partnership, by authority of the articles of partnership, and said Brian Sellers acknowledged to me that said partnership duly executed the same.



David C. Smelby Notary Public Residing at Magna, Utah

1982 OCT -4 PM 1:04

RECORDED AT THE REQUEST OF MT. FUEL SUPPLY CO.

24652

RETURN TO: MOUNTAIN FUEL SUPPLY COMPANY P.O. BOX 11365 SALT LAKE CITY, UT. 84139 ATTENTION: LINDA JOHNSON

BOOK 2005 PAGE 223