

3188556

RIGHT OF WAY AND EASEMENT GRANT

GREAT WEST DEVELOPMENT, INC.,
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/10.0 DOLLARS (\$ 1.00) and other good and valuable considerations, receipt of which is hereby acknowledged, a right of way and easement 25.0 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 Salt Lake County, State of Utah, to-wit:

Land of the Grantor located in the Northwest Quarter, Section 31, Township 1 South, Range 1 West, 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 South 40.75 feet and West 695.99 feet from the North Quarter Corner of said Section 31, said point being on the South right-of-way of 3500 South, thence S.0°02'42"E. 405.0 feet, thence on a curve to the left with a radius of 27.5 feet and a central angle of 89°59'01" for 43.19 feet, thence N.89°56'19"E. 146.0 feet, thence on a curve to the right with a radius of 52.59 feet and a central angle of 41°21'36" for 37.96 feet, thence S.48°42'05"E. 80.74 feet, thence on a curve to the left with a radius of 102.0 feet and a central angle of 41°21'36" for 73.63 feet, thence N.89°56'19"E. for 326.5 feet to the West property line of 4400 West.

ALSO beginning at a point South 485.64 feet and West 605.65 feet from the North Quarter Corner of said Section 31, thence S.0°02'42"E. 190.0 feet to the Grantor's South property line.

ALSO beginning at a point South 564.65 feet and West 349.27 feet from the North Quarter corner of said Section 31, thence N.0°02'42"W. 120.0 feet.

MOUNTAIN FUEL SUPPLY CO.

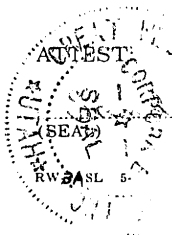
Recorded at Request of _____
at 1129 Fee Paid \$ 600 KATIE L. DIXON, Recorder,
Salt Lake County, Utah, By _____ Dept. Date _____

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 _____ day of _____, 1978....



GREAT WEST DEVELOPMENT, INC.

By _____ Secretary
_____ President

(over)

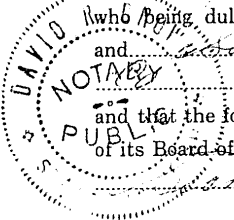
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STATE OF UTAH

County of Salt Lake } ss.

On the 24th day of September, 1978, personally appeared before me Robert B. [unclear] and John B. [unclear],

who being duly sworn, did say that they are the President and Secretary, respectively, of East West Development 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 President and Secretary acknowledged to me that said corporation duly executed the same.



David W. [unclear]
Notary Public

My Commission expires:
Apr. 4, 1980
*Strike clause not applicable.

Residing at Salt Lake City, Utah
84121