

7176
RIGHT OF WAY AND EASEMENT GRANT

BRIGHAM YOUNG UNIVERSITY
 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 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 Northwest Quarter of Section 5, Township 9 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 along the Southerly right of way line of 8800 South Street in Utah County, also being 0.59 feet South and 1088.21 feet East from the Northwest Corner of said Section 5; thence South 0°06'33" West 174.91 feet (basis of bearings = State Plane Coordinate Bearings with Section line from Northeast Corner Section 5 to North Quarter Corner Section 5 = North 89°09'44" East).


ALSO beginning at a point along the Southerly right of way line of 8800 South Street in Utah County, also being 1.87 feet North and 1256.19 feet East from the Northwest Corner of said Section 5; thence South 0°41'55" East 177.87 feet (basis of bearings = State Plane Coordinate Bearings with Section line from Northeast Corner Section 5 to North Quarter Corner Section 5 = North 89°09'44" East).


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.

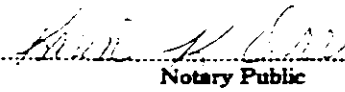
IN WITNESS WHEREOF the Grantor has caused its corporate name and seal to be hereunto affixed this 14th day of January, 1982.

ATTEST:

 (SEAL) Secretary
 STATE OF UTAH
 County of Utah } ss.

BRIGHAM YOUNG UNIVERSITY
 By  President

On the 14th day of January, 1982, personally appeared before me Lee Anderson and Pat Busch, who being duly sworn, did say that they are the Vice President and Secretary, respectively, of Brigham Young University 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 Lee Anderson and Pat Busch acknowledged to me that said corporation duly executed the same.

My Commission expires: 6-15-86
 *Strike clause not applicable.
 RW-3 SL 5-61


 Notary Public
 Residing at Provo Utah

RETURN TO:
 MOUNTAIN FUEL SUPPLY COMPANY
 P.O. BOX 1331
 SALT LAKE CITY, UT 84101
 ATTENTION: LINDA JOHNSON

MAR 10 AM 8:52
 COUNTY CLERK
 SALT LAKE COUNTY

Book 2203 Page 841
 7176

RECORDED AT THE REQUEST OF
 MOUNTAIN FUEL SUPPLY CO.