

65161

RETURN TO
MOUNTAIN FUEL SUPPLY COMPANY
P.O. BOX 11368
SALT LAKE CITY, UT 84139
ATTENTION: RIGHT-OF-WAY
GO 306

RIGHT-OF-WAY AND EASEMENT GRANT

ENT 13050 BK 2684 PG 867
NINA B REID UTAH CO RECORDER BY HB
1990 APR 27 9:07 AM FEE 8.00
RECORDED FOR MOUNTAIN FUEL SUPPLY

ABP INVESTMENTS, a Utah Partnership

Grantor, by and through R. Duff Thompson, General Partner, 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 DOLLAR (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, a right-of-way and easement to lay, maintain, operate, repair, inspect, protect, remove and replace pipelines, valves, valve boxes and other gas transmission and distribution facilities (hereinafter collectively called "facilities"), said right-of-way being situated in the County of Utah, State of Utah, and more particularly described as follows, to-wit:

Beginning at a point 1655.91 feet North and 898.96 feet East from the South Quarter Corner of Section 2, Township 6 South, Range 2 East, Salt Lake Base and Meridian; running thence East 254.35 feet; thence on a curve to the right, with a radius of 516.67 feet and a central angle of 40°08'50", for a distance of 362.03 feet; thence North 38°00'00" East 30.00 feet; thence on a curve to the left, with a radius of 546.67 feet and a central angle of 40°08'50", for a distance of 383.05 feet; thence South 30.00 feet, more or less, to the point of beginning.

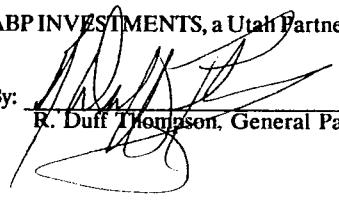
TO HAVE AND TO HOLD the same unto the said Mountain Fuel Supply Company, its successors and assigns, so long as such facilities shall be maintained, with the right of ingress and egress to and from said right-of-way to maintain, operate, repair, inspect, protect, remove and replace the same. During temporary 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. Grantor shall have the right to use said premises except for the purposes for which this right-of-way and easement is granted to Grantee, provided such use does not interfere with the facilities or any other rights granted to Grantee hereunder.

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 shall be binding upon and inure to the benefit of the successors and assigns of Grantor and the successors and assigns of 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 Grantee are without authority to make any representations, covenants or agreements not herein expressed.

IN WITNESS WHEREOF, Grantor has caused its partnership name to be hereunto affixed this 5th day of March, 1970.

ABP INVESTMENTS, a Utah Partnership

By: 
R. Duff Thompson, General Partner

STATE OF UTAH }
COUNTY OF Utah } ss.

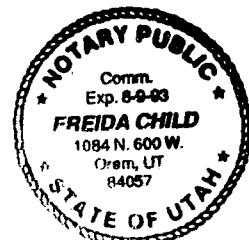
On the 5th day of March, 1970, personally appeared before me R. Duff Thompson, who, being duly sworn, did say that he is a General Partner of ABP Investments, a Utah partnership, and that the foregoing instrument was signed on behalf of said partnership by authority of the articles of partnership, and said R. Duff Thompson acknowledged to me that said partnership duly executed the same.


Freida Child
Notary Public

Residing at _____

My Commission Expires:

3/31/93



Page 2 of 2 Pages

RETURN TO
MOUNTAIN FUEL SUPPLY COMPANY
P O BOX 11368
SALT LAKE CITY, UT 84139
ATTENTION: RIGHT-OF-WAY
GO 306