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400

RIGHT OF WAY AND EASEMENT GRANT

J. B. TILE PROFIT SHARING TRUST, acting by and through its Trustee, JAY C. BLACKBURN, 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 fifteen (15) 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 Section 23, 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 on the North line of Beardsley Place (2500 South) said point North 2128.27 feet and West 2699.86 feet from the Southeast corner of said Section 23, thence N.5°25'20"E. 142.53 feet; thence N.25°31'E. 269.33 feet.

Recorded at 400 MOUNTAIN FUEL SUPPLY CO.
 at 1:50 P.M. on JUN 9 1978
 Salt Lake County, Utah, By C. Wayne Maberry 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.

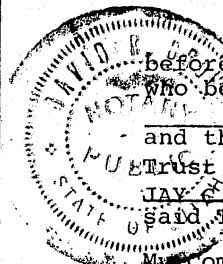
IN WITNESS WHEREOF the Grantor has caused the signature of its authorized Trustee to be hereunto affixed this 5th day of May, 1978.

ATTEST:

J. B. TILE PROFIT SHARING TRUST

By Jay C. Blackburn
 JAY C. BLACKBURN, Trustee

STATE OF UTAH)
)
 COUNTY OF Salt Lake) : ss.



On the 5th day of May, 1978, personally appeared before me JAY C. BLACKBURN who being duly sworn, did say that he is the Trustee of J. B. TILE PROFIT SHARING TRUST and that the foregoing instrument was signed on behalf of said Trust by authority of the Committee of said Trust and said JAY C. BLACKBURN acknowledged to me that said Trust duly executed the same.

My Commission Expires:
Apr - 4/1980

David R. Brown
 Notary Public
 Residing at _____

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