

RIGHT OF WAY AND EASEMENT GRANT

4171554

SOUTH TOWNE PARTNERS, a Colorado General Partnership, by and through its managing general partner, TURNMAR DEVELOPMENT CORPORATION

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 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"), said right of way being situated in the County of Salt Lake, State of Utah, and more particularly described as follows, to-wit:

Beginning at a point on the North Right-of-Way line of 10600 South Street, said point South 2490.35 feet and West 1058.00 feet from the Northeast Corner of Section 13, Township 3 South, Range 1 West, Salt Lake Base and Meridian; thence North 784.89 feet, thence North 45°00' West 456.02 feet, thence West 297.54 feet, thence North 481.00 feet, thence East 118.00 feet, thence South 16.00 feet, thence West 102.00 feet, thence South 449.00 feet, thence East 288.17 feet, thence South 45°00' East 469.28 feet, thence South 795.31 feet, thence North 76°40'15" West 16.44 feet 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. 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 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 14 day of November, 1985.

XXXXXXXXXX

SOUTH TOWNE PARTNERS

BY Edwin Hansen
U.P. & Reg. Mgr.

XBY David H. Good - Treasurer
Turnmar Development Corporation,
Managing General Partner

STATE OF UTAH

COUNTY OF Altitude

ss:

On the 14th day of November, 1985, personally appeared before me Edwin Hansen and David H. Good who being duly sworn, did say that they are the U.P. & Reg. Mgr. and Treasurer of Turnmar Development Corp and that the foregoing instrument was signed on behalf of said partnership by authority of the articles or partnership, and said Edwin Hansen and David H. Good acknowledged to me that said partnership duly executed the same.

My Commission Expires:

5-31-88

Stanley D. Stata
Notary Public

Residing at Stanley, Utah

RETURN TO:
MOUNTAIN FUEL SUPPLY COMPANY
P.O. BOX 11358
SALT LAKE CITY, UT. 84139
ATTENTION: LINDA JOHNSON

BOOK 5714 PAGE 2205

40111

KATHLEEN BAUM
RECORDER
SALT LAKE COUNTY,
UTAH

BOOK 5714 PAGE 2206

Dec 4 9 43 AM '85

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MOUNTAIN FUEL
SUPPLY
DEP

Kevin Kroligos
Kevin Kroligos

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