

# 1603046 GRANT OF EASEMENT

and other good and valuable considerations  
FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) in hand paid, receipt and sufficiency of which is hereby  
acknowledged, ~~and of the sum of Ten Dollars (\$10.00) in hand paid, receipt and sufficiency of which is hereby~~  
~~acknowledged, and of the sum of Ten Dollars (\$10.00) in hand paid, receipt and sufficiency of which is hereby~~  
I, or we,

Beverly L. Fleeger and Thomas H. Fleeger  
\_\_\_\_\_

hereinafter referred to as "Grantor" (whether one or more), do hereby grant, bargain, sell and convey unto MAPCO Inc. a Delaware  
corporation, its successors and assigns, hereinafter referred to as "Grantee", the right privilege and easement, at any time and from time to time  
to construct, maintain, inspect, operate, protect, repair, replace, change the size of, or remove a pipeline ~~and other appurtenances,~~  
within the confines of a right of way Fifty feet in width, said right of way being 35 feet on the North/West side  
and 15 feet on the South/East side of a line ~~XXXXXX~~(as) surveyed and definitely established by the centerline of the initial pipeline  
constructed for the transportation of natural gas, oil, petroleum products or any other liquids, gases or substances which can be transported  
through a pipeline, together with the right of ingress and egress to and from the same for the purposes aforesaid, over, under, through and  
across the following described lands, of which the Grantor warrants they are the owners in fee simple, situated in the County  
of San Juan State of Utah to wit:

S/2 and NE/4 Section 36, T 27 S, R 22 E

Pipeline shall be constructed as shown on Plat marked "Exhibit "A".  
Said Plat shall be attached before Recording of the instrument.  
After construction the right of way width shall be reduced to a  
permanent 30 feet wide right of way, being 15 feet on either side  
of said pipeline.  
Not more than one pipeline shall be constructed under terms and  
provisions of this instrument.  
After construction the MAPCO permanent right of way line shall join  
and be contiguous to the existing Northwest Pipeline Right of Way  
now located on the above described tract of land, EXCEPT IN THE S/4 S/4  
Grantors waive all normal construction damages.

TO HAVE AND TO HOLD said right of way and easement unto said Grantee, its successors and assigns forever.  
It is agreed that the pipeline ~~XXXXXX~~ to be laid under this grant shall be constructed at sufficient depth below the surface of the ground to  
permit normal cultivation, and Grantor shall have the right to fully use and enjoy the above described premises, subject to the rights herein  
granted.

Grantee shall have the right to clear and keep clear all trees, undergrowth and other obstructions from the herein granted right of way, and  
Grantor agrees not to build, construct or create, nor permit others to build, construct or create any buildings or other structures on the herein  
granted right of way that will interfere with the normal operation and maintenance of the said line ~~XXXXXX~~

Grantee agrees to pay to the then owners and to any tenant, as their interests may be, any and all damages to crops, timber, fences, drain tile,  
or other improvements on said premises that may arise from the exercise of the rights herein granted. Any payment due hereunder may be  
made direct to the said Grantor or any one of them.

Grantor hereby expressly agrees that in the event the route of the pipeline ~~XXXXXX~~ to be constructed hereunder should cross any roads,  
railroads, creeks, rivers or other waterways located on the above described land or other places requiring extra working space, then Grantee shall  
have the right and temporary access to additional working space which may be necessary for construction and Grantee agrees to pay Grantor  
any and all damages which Grantor suffers by reason of Grantee's use of said additional working space.

Grantor represents that the above described land (is) (is not) rented for the period beginning \_\_\_\_\_  
19\_\_\_\_ to \_\_\_\_\_, 19\_\_\_\_ on (cash) (crop) basis to No Tenant

The terms and conditions hereof shall be binding upon and inure to the benefits of the heirs, executors, administrators, devisees, successors,  
trustees or assigns of the parties hereto, and the rights herein granted may be assigned in whole or in part.

In Witness Whereof the said Grantor 2 haVE hereunto set their hands and seals, this 9<sup>th</sup> day of Oct, 1980

WITNESS:  
George W. Beattie  
\_\_\_\_\_  
Beverly L. Fleeger  
Beverly L. Fleeger

Thomas H. Fleeger  
\_\_\_\_\_  
Thomas H. Fleeger

**mapco**  
INC.

1800 South Baltimore Avenue  
Tulsa, Oklahoma 74119

Right of Way and Claims

Assignment & Assumption Agreement  
069750 818/351 08-04-03  
ABSTRACTED

affidavit  
812-778  
068213 2-12-03

affidavit of correction  
072061 826/154  
5-10-04

RECORDED SAN JUAN COUNTY  
1981 JAN 19 AM 9:30

7/27/81  
BLS

(Individual)

FOR USE ONLY IN, NEW MEXICO, TEXAS, OKLAHOMA, MISSOURI, NEBRASKA, MINNESOTA, WISCONSIN, IOWA, KANSAS

STATE OF TEXAS }  
COUNTY OF TARRANT } SS.

BE IT REMEMBERED, That on this 9th day of October, A.D., 19 80 before me, a Notary Public in and for said County and State, personally appeared Beverly L. Fleeger and Thomas H. Fleeger

to me known to be the identical person S described in and who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses, purposes, and consideration therein set forth.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my notarial seal, the day and year first above written.

My commission expires 7-21-81

*Laretta B. Tubbs*  
LARETTA B. TUBBS  
TARRANT County, Texas

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } SS.

BE IT REMEMBERED, That on this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 19 \_\_\_\_\_ before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_

to me known to be the identical person \_\_\_\_\_ described in and who executed the within and foregoing instrument, and acknowledged to me that \_\_\_\_\_ executed the same as \_\_\_\_\_ free and voluntary act and deed for the uses, purposes, and consideration therein set forth.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my notarial seal, the day and year first above written.

My commission expires \_\_\_\_\_ Notary Public

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } SS.

BE IT REMEMBERED, That on this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 19 \_\_\_\_\_ before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_

to me known to be the identical person \_\_\_\_\_ described in and who executed the within and foregoing instrument, and acknowledged to me that \_\_\_\_\_ executed the same as \_\_\_\_\_ free and voluntary act and deed for the uses, purposes, and consideration therein set forth.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my notarial seal, the day and year first above written.

My commission expires \_\_\_\_\_ Notary Public

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } SS.

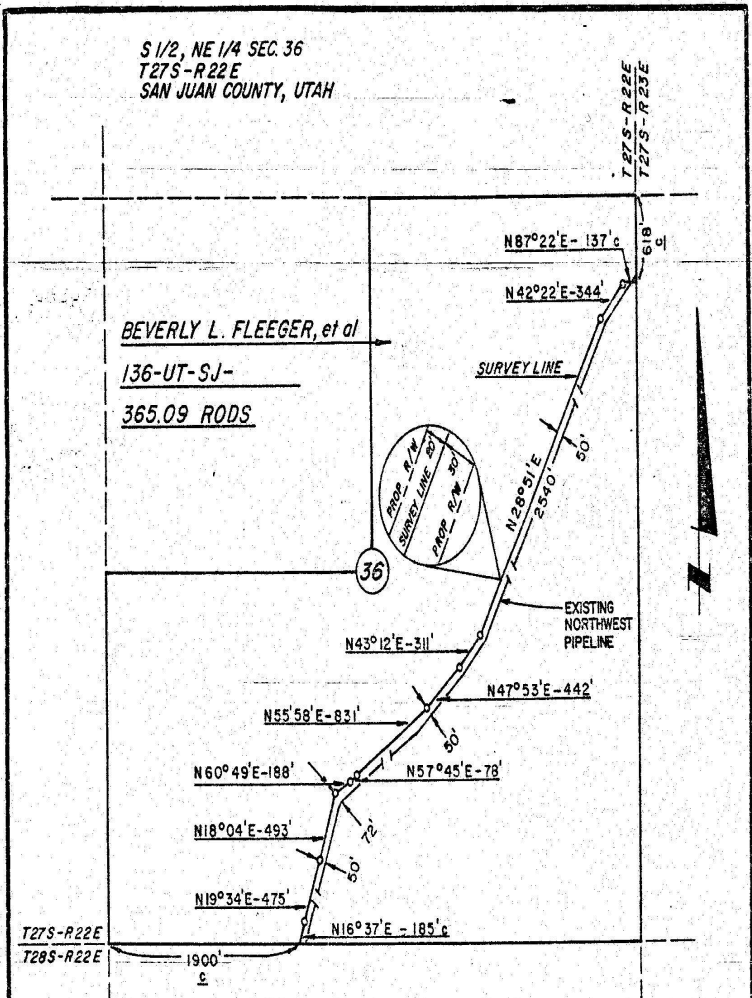
BE IT REMEMBERED, That on this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 19 \_\_\_\_\_ before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_

to me known to be the identical person \_\_\_\_\_ described in and who executed the within and foregoing instrument, and acknowledged to me that \_\_\_\_\_ executed the same as \_\_\_\_\_ free and voluntary act and deed for the uses, purposes, and consideration therein set forth.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my notarial seal, the day and year first above written.

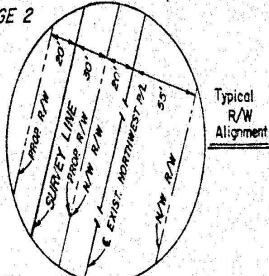
My commission expires \_\_\_\_\_ Notary Public

S 1/2, NE 1/4 SEC. 36  
 T27S-R22E  
 SAN JUAN COUNTY, UTAH



BEVERLY L. FLEEGER, et al  
 136-UT-SJ-  
 365.09 RODS

FOR DESCRIPTION SEE PAGE 2



SPREAD 4  
 REFERENCE BEARING: SOUTH LINE OF SEC. 36, T27S-R22E (DUE WEST)  
 TOPO SHEET: 181-ML-22 of 89  
 ALIGNMENT SHEET: --AL-55--

FIELD BOOK:

REV: R/W 10-8-80

<b>MID-AMERICA PIPELINE SYSTEM</b> a division of mapco inc. TULSA, OKLAHOMA		<b>PROPOSED 10" PIPELINE CROSSING</b> S 1/2, NE 1/4 SEC. 36, T27S-R22E SAN JUAN COUNTY, UTAH	
SCALE: 1"=1000' DATE: 2/28/80		DRAWN BY: JLR APPROVED: <i>[Signature]</i> 7680-UT-SJ-	
		PAGE 1 OF 2	

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Beverly L. Fleegeer, etal  
136-UT-SJ-

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Description

ABSTRACTED. • A strip of land 50 feet in width, lying 20 feet left (Northwesterly) and 30 feet right (Southeasterly) of a survey line situate in the S 1/2 and NE 1/4 Section 36, Township 27 South, Range 22 East, S.L.M., San Juan County, Utah, said survey line being more particularly described as follows:

Beginning at a point in the South line of Section 36, Township 27 South, Range 22 East, S.L.M., San Juan County, Utah, said point being Easterly a distance of 1900 feet from the Southwest corner of said Section 36;  
THENCE N 16°37'E a distance of 185 feet;  
THENCE N 19°34'E a distance of 475 feet;  
THENCE N 18°04'E a distance of 493 feet;  
THENCE N 60°49'E a distance of 188 feet;  
THENCE N 57°45'E a distance of 78 feet;  
THENCE N 55°58'E a distance of 831 feet;  
THENCE N 47°53'E a distance of 442 feet;  
THENCE N 43°12'E a distance of 311 feet;  
THENCE N 28°51'E a distance of 2540 feet;  
THENCE N 42°22'E a distance of 344 feet;  
THENCE N 87°22'E a distance of 137 feet  
to a point in the East line of said Section 36,  
said point being Southerly a distance of 618  
feet from the Northeast corner of said Section 36

and being a total distance of 6024 feet or 365.09 rods in length, more or less.

REV 10-8-80

Entry No. 16-03046	750
Recorded 1-19-81 At 9:20 A.M. Book 644 Page 753	
Louise C. Jones	
LOUISE C. JONES	
Recorder, San Juan County	
FEE PAID	
S. 7.00 By M. L. Mosher Deputy	

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