

RETURNED
OCT 22 1991

RETURN TO -
MOUNTAIN FUEL SUPPLY COMPANY
P.O. BOX 11150
SALT LAKE COUNTY, UT 84139
ATTENTION: RIGHT-OF-WAY

RIGHT-OF-WAY AND EASEMENT GRANT

8.00

SW 12-3N-1W

FOXGLOVE ASSOCIATES

Grantor, by and through _____, 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 Davis, State of Utah, and more particularly described as follows, to-wit:

PA 08-043-0078

Beginning at a point which is North 482.72 feet and West 1387.92 feet from the Southwest Quarter Corner of Section 12, Township 3 North, Range 1 West, Salt Lake Base and Meridian; thence South 69°00'00" West 56.04 feet; thence South 89°54'32" West 211.72 feet; thence South 20°59'26" East 50.37 feet; thence South 69°00'34" West 10.00 feet; thence North 20°59'26" West 25.00 feet; thence South 69°00'34" West 10.00 feet; thence North 20°59'26" West 33.00 feet; thence South 89°54'32" West 41.28 feet to a point on a curve, along said 347.16 feet radius curve to the left for a distance of 28.32 feet (chord bears North 44°57'25" East chord length 28.31 feet); thence North 89°54'32" East 306.72 feet to the point of beginning.

TO HAVE AND TO HOLD the same unto 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.

E# 945298 BK 1445 PG 105
CAROL DEAN PAGE, DAVIS CNTY RECORDER
1991 OCT 22 12:42 PM FEE 8.00 DEP REC
REC'D FOR MOUNTAIN FUEL SUPPLY COMPANY

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 26 day of August, 1991.

E: 945298 BK 1445 PG 106

By: *Michael O. Bischoff*
General Partner

STATE OF UTAH)
) ss.
COUNTY OF ~~DAVIS~~ Salt Lake

On the 26th day of August, 1991, personally appeared before me Michael O. Bischoff, who, being duly sworn, did say that he/she is a Managing Partner of Foxglove Assoc., and that the foregoing instrument was signed on behalf of said partnership by authority of the articles of partnership, and said Michael O. Bischoff acknowledged to me that said partnership duly executed the same.

Lesia W. Barker
Notary Public

Residing at SLC, Utah

My Commission Expires: Nov. 15, 1993

