

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

5388474
07 DECEMBER 92 01:29 PM
KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
MOUNTAIN FUEL
REC BY: REBECCA GRAY , DEPUTY

5388474

MERRILL MOTORS INC.

a corporation of the State of Utah, 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 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 Salt Lake, State of Utah, and more particularly described as follows, to-wit:

Beginning at a point South 1983.67 feet and West 1017.73 feet from the East Quarter Corner of Section 13, Township 3 South, Range 1 West, Salt Lake Base and Meridian, thence S 10°09'59" E 134.10 feet; thence West 16.26 feet; thence N 10°09'59" W 134.10 feet; thence East 16.00 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.

RECORDED
100 East 100 South
Salt Lake City, Utah 84111
Salt Lake County
Commission Offices
December 7, 1992



BK 6568 pg 1 403

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 corporate name and seal to be hereunto affixed this 21st day of October, 1992.

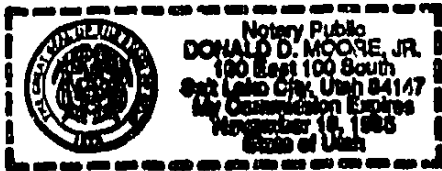
ATTEST:

Secretary

By: William C. Merrill
President

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On the 21st day of October, 1992, personally appeared before me William C. Merrill, and _____ who, being duly sworn, did say that they are the President and _____, respectively, of Merrill Motors Inc., and that the foregoing instrument was signed on behalf of said corporation by authority of a resolution of its Board of Directors (or)* its Bylaws, and said William C. Merrill and _____ acknowledged to me that said corporation duly executed the same.



Donald D. Moore Jr.
Notary Public

Residing at Salt Lake City, Ut.

My Commission Expires:

November 18, 1995

*Strike clause not applicable