

WHEN RECORDED MAIL TO:
Mountain Fuel Supply Company
P.O. Box 4536, Right of-way
Salt Lake City, UT 84145-0360

3328Paci.cc
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RIGHT-OF-WAY AND EASEMENT GRANT
UT 18678

6528345

PACIFICORP, an Oregon 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 DOLLAR (\$1.00) in hand paid and other good and valuable consideration, receipt of which is hereby acknowledged, a right-of-way and easement 16 feet in width to lay, maintain, operate, repair, inspect, protect, remove and replace pipeline, valves, valve boxes and other gas distribution facilities (hereinafter collectively called "facilities") for purposes of delivering gas to Petro-Source, (Grantor's Lessee) through and across the following-described land and premises situated in the County of Salt Lake, State of Utah, to-wit:

Land of the Grantor located in the Southwest Quarter of Section 35, Township 1 North, Range 1 West, Salt Lake Base and Meridian;

the centerline 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 North 41°42'27" East 876.11 feet from the Southwest corner of Section 35, Township 1 North, Range 1 West, Salt Lake Base and Meridian, said point being on the south line of North Temple Street; thence South 324.06 feet; thence South 63°25'59" West 42.49 feet; thence South 284.00 feet; thence East 78.00 feet;

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 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 non-exclusive 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 as long as Petro-Source continues to be served by Grantor. When electric service to Petro-Source ceases, this easement shall become null and void and automatically revert to benefit of Grantor.

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 11th day of December, 1996

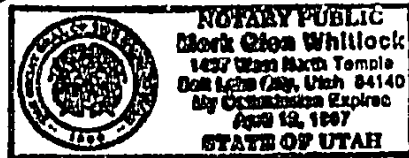
By: Ernest E. Wessman
Vice President EW

CORPORATE ACKNOWLEDGMENT

STATE OF Utah)
County of Salt Lake) :ss.

On the 11th day of December, 1996, personally appeared before me Ernest E. Wessman who being by me duly sworn, did say, that he is ~~the~~ a VICE PRESIDENT PACIFICORE and that said instrument was signed in behalf of said corporation by authority of its by-laws, and said VICE PRESIDENT acknowledged to me that corporation executed the same.

Mark Glen Whitlock
Notary Public
1407 W. N. Temple
Salt Lake City, Utah
Address



6528345
12/16/96 11:50 AM 12.00
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
UTAH POWER & LIGHT
REC BY: P ANDERSON DEPUTY - WI