

7010

MOUNTAIN FUEL SUPPLY COMPANY  
P.O. BOX 1166  
SALT LAKE CITY, UT 84139  
ATTENTION: RIGHT-OF-WAY  
GO 306

**RIGHT-OF-WAY AND EASEMENT GRANT**

ENT 38733 BK 2741 PG 537  
NINA E REID UTAH CO RECORDER BY HB  
1990 NOV 23 8:42 AM FEE 8.00  
RECORDED FOR MOUNTAIN FUEL SUPPLY

PAYSON-UTAH II ASSOCIATES, a Washington Limited Partnership

Grantor, by and through Terry N. Campbell, 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 20.0 feet in width 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") through and across the following-described land and premises situated in Utah County, State of Utah, to-wit:

Land of the Grantor located in Block 9, Plat K, Payson City Survey of Building Lots;

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 484.90 feet and West 466.22 feet from the Southeast Corner of Block 9, Plat K, Payson City Survey of Building Lots, said point being on the East line of 600 East Street; thence South 89°50'51" East 295.00 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 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.

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.

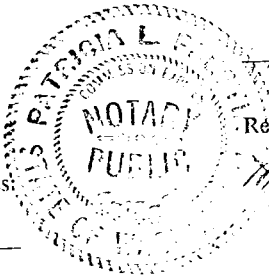
IN WITNESS WHEREOF, Grantor has caused its partnership name to be hereunto affixed this 25<sup>th</sup> day of October, 1990.

PAYSON-UTAH II ASSOCIATES

By: Terry N. Campbell Partner

STATE OF Washington )  
 ) ss.  
COUNTY OF King )

On the 25th day of October, 1990, personally appeared before me Terry N. Campbell, who, being duly sworn, did say that he/she is a General Partner of PAYSON-UTAH II ASSOCIATES, and that the foregoing instrument was signed on behalf of said partnership by authority of the articles of partnership, and said Terry N. Campbell acknowledged to me that said partnership duly executed the same.



Patricia L. Prater  
Notary Public  
Residing at Kirkland

My Commission Expires 4-15-91

RETURN TO:  
MOUNTAIN FUEL SUPPLY COMPANY  
P.O. BOX 11309  
SALT LAKE CITY, UT 84139  
ALLEN & BURTON, INC. MAY