

RIGHT OF WAY AND EASEMENT GRANT

3447035

L. Q. Joint Venture #800

a Corporation of the State of Texas, 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 AND NO/100 DOLLARS (\$1.00) and other good and valuable considerations, receipt of which is hereby acknowledged, a right of way and easement to lay, maintain, operate, repair, inspect, protect, remove and replace pipe lines, 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:

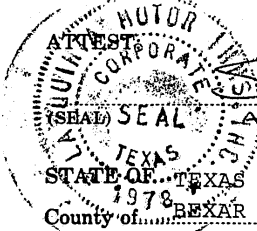
Beginning at a point South 1513.19 feet and West 150.87 feet from the North Quarter corner of Section 25, Township 2 South, Range 1 West, Salt Lake Base and Meridian, thence South 57.56 feet, thence S.62°53'25"E. 24.62 feet, thence S.27°06'35"W. 16.00 feet, thence N.62°53'25"W. 34.38 feet, thence North 22.88 feet, thence East 7.00 feet, thence North 44.44 feet, thence East 9.00 feet to the point of beginning.

TO HAVE AND TO HOLD the same unto the 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. The said Grantor shall have the right to use the said premises except for the purposes for which this right of way and easement is granted to the said Grantee, provided such use does not interfere with the facilities or any other rights granted to the Grantee, hereunder.

The 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 grant shall be binding upon and inure to the benefit of the successors and assigns of Grantor and the successors and assigns of the 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 the Grantee are without authority to make any representations, covenants or agreements not herein expressed.

IN WITNESS WHEREOF the Grantor has caused its corporate name and seal to be hereunto affixed this 15TH day of April, 1980.

 Stanley E. Faye
Assistant Secretary

LaQUINTA MOTOR INNS, INC.
Managing Partner
By Sam Barshop
Sam Barshop, President

On the 15th day of April, 1980, personally appeared before me Sam Barshop and Stanley E. Faye, who being duly sworn, did say that they are the President and Assistant Secretary, respectively, of La Quinta Motor Inns, Inc.

and that the foregoing instrument was signed on behalf of said corporation by authority of its By-Laws, and said President and Assistant Secretary acknowledged to me that said corporation duly executed the same.

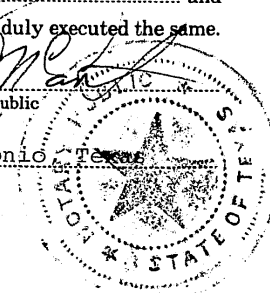
My Commission expires:

December 12, 1981

James L. McCarthy
Notary Public
Residing at San Antonio, Texas

*Strike clause not applicable.

RW-4 SL 5-61



BOOK 5115 PAGE 1250

KATIE L. BIXON
RECORDER
SALT LAKE COUNTY,
UTAH

JUN 24 4 19 PM '80

400
NEO OF Red Feather Supply
REF

Helen Dahle
Helen Dahle