

57

RIGHT OF WAY AND EASEMENT GRANT

RETURN TO: ASR/INC
P.O. BOX 65175
SLL UT 84165

6671346

ASR, UTAH, INC., Grantor, of Salt Lake County, State of Utah, 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 7.50 feet in width 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") through and across the following described land and premises situated in the County of Salt Lake, State of Utah, to-wit:

The Northerly 7.50 feet of that certain Lot designated as a retention pond adjacent to Bendixan Drive (2680 South), together with the Northerly 7.5 feet of Lots 54, 90, 91 and 92, together with the Easterly 7.50 feet of Lots 54, 55, 56, 57 and 97, together with the Westerly 7.50 feet of Lots 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70 and 71, together with the Easterly 7.50 feet of Lots 87, 92 and 93 and together with the Southerly 7.50 feet of Lots 87, 88, 89, 93, 94 and 95 of the Kopper View Mobile Home Park Subdivision recorded as Entry No. 3479895 in Book 80-9, Page 149 on September 22, 1980, in the Office of the Salt Lake County Recorder.

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 reasonable 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, not change the contour thereof without written consent of Grantee. This right of way grant shall be binding upon and insure 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 may any representations, covenants, or agreements not herein expressed.

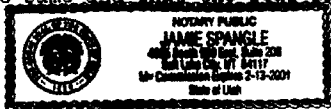
WITNESS the execution hereof this 3rd day of March, 1997.

ASR, UTAH, INC.

Michael Wright
MICHAEL WRIGHT, VICE PRESIDENT

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

On the 3 day of March, 1997, personally appeared before me MICHAEL WRIGHT, who being by me duly sworn, did say, each for himself, that he, the said VICE PRESIDENT is the VICE PRESIDENT of ASR, UTAH, INC. Company, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors, and said MICHAEL WRIGHT each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of the said corporation.



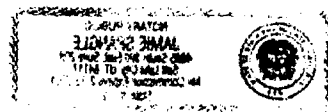
James Spangle
Notary Public

My Commission Expires: 2-13-2001
Residing at:

Salt Lake City

DK 7692P60397

06/18/97 09:37 AM 6671346 37.00
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
TELEMARK DEVELOPMENT
PO BOX 65175
SLC UT 84165
REC BY:L NISH ,DEPUTY - WI



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