

RIGHT OF WAY AND EASEMENT GRANT

L & D INVESTMENT, 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 and No/100 DOLLARS (\$1.00) and other good and valuable considerations, receipt of which is hereby acknowledged, a right of way and easement thirty (30) 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 Utah County, State of Utah, to-wit:

The land of the Grantor in the Southeast quarter of Section 16, Township 6 South, Range 2 East, Salt Lake Base and Meridian;

the center line of said right of way and easement shall extend through and across the above described land and premises as follows, to-wit:

Beginning on the East line of 1200 East Street at a point North 1414.79 feet and East 19.14 feet from the South quarter corner of said Section 16, thence North 88° 40' East 1000.79 feet, thence North 4° 40' East 228.09 feet, thence North 7° 20' West 228.09 feet, thence South 88° 40' West 992.32 feet, more or less, to Grantor's West property line.

Also, beginning at a point 1432.7 feet North and 144.21 feet East of the South quarter corner of said Section 16, thence North 4° 40' East 212.99 feet, thence North 7° 20' West 212.99 feet.

Also, beginning at a point 1438.06 feet North and 374.53 feet East of the South quarter corner of said Section 16, thence North 4° 40' East 212.99 feet, thence North 7° 20' West 212.99 feet.

Also, beginning at a point 1447.74 feet North and 790.57 feet East of the South quarter corner of said Section 16, thence North 4° 40' East 212.99 feet, thence North 7° 20' West 212.99 feet.

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 19 day of Jan, 1971.

ATTEST

 (SEAL) Secretary

L & D INVESTMENT, INC.
 By *HA. Vard...* President

RW:ASL

(over)

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STATE OF UTAH

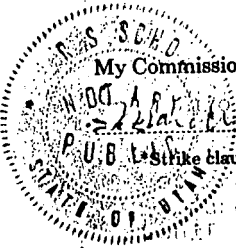
County of Utah } ss.

On the 14 day of Jan, 1971, personally appeared before me LaDonna G. Sparks and Alfred W. Squire, who being duly sworn, did say that they are the Secretary and President, respectively, of S. & I. Investment 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 By-Laws)~~, and said President and Secretary acknowledged to me that said corporation duly executed the same.

Alfred W. Squire
Notary Public

Residing at Alpine Utah



My Commission expires: 15, 1973

P.U.B. Strike clause not applicable.

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RECORDED AT THE REQUEST OF
Moran Fuel Supply Co.

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1971 JAN 22 AM 10:41

NINA B. REID
UTAH COUNTY RECORDER
FR. ABS. IND. PER. 50
PL. S. T. R.

E. P. Holland
Mt. Fuel Supply Co.
P.O. Box 11368
S. & I., Utah