

4171567

RIGHT OF WAY AND EASEMENT GRANT

South Towne Partners, a Colorado General Partnership by and through its managing general partner, Turnmar Development 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 DOLLARS (\$ 1.00) and other good and valuable considerations, 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 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 Salt Lake County, State of Utah, to-wit:

Land of the Grantor located in the Northeast Quarter Section 13, Township 3 South, Range 1 West, 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 at a point on the West right-of-way line of State Street, North 623.45 feet and East 49.49 feet from the East Quarter Corner of Section 13, Township 3 South, Range 1 West, Salt Lake Base and Meridian; thence West 690.13 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.

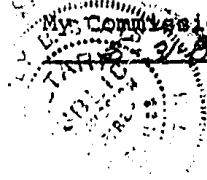
It is hereby understood that any parties securing this grant on behalf of the Grantee are without authority to make any representations, covenants or agreements not herein expressed.

IN WITNESS WHEREOF the Grantor has caused its partnership name to be hereunto affixed this 10th day of October, 1985.

David G. Goold
DAVID G. GOOLD
VICE PRESIDENT FINANCE
STATE OF UTAH)
COUNTY OF Salt Lake) ss.

SOUTH TOWNE PARTNERS
By R. Edwin Hansen, V.P. & Mgr. I.P.
Turnmar Development Corporation,
Managing General Partner

On the 10th day of October, 1985, personally appeared before me R. Edwin Hansen & David G. Goold, who being duly sworn, did say that they are the Partner V.P. & Reg. Mgr. I.P. of Turnmar Development Corp. and that the foregoing instrument was signed on behalf of said partnership by authority of the articles of partnership, and said R. Edwin Hansen & David G. Goold acknowledged to me that said partnership duly executed the same.

My Commission Expires: 3/1/88


Beverly B. Stata
Notary Public
Residing at Salt Lake County

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RETURN TO:
MOUNTAIN FUEL SUPPLY COMPANY
P.O. BOX 11368
SALT LAKE CITY, UT. 84139
ATTENTION: LINDA JOHNSON

5714

KATHLEEN BROWN
REGISTERED
SALT LAKE COUNTY,
UTAH

Dec 4 9 44 AM '85

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MOUNTAIN FUEL
SUPPLY
DEP
Kathleen Brown
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