

Book No. 57418 Book M69
RECORDED 3-22-89 at 9:42AM Page 151
REQUEST of Mountain Fuel Supply
BY Betty L. Green Morgan Co. Recd
928 Margaret Pearson
RIGHT-OF-WAY AND EASEMENT GRANT

Terry - Phillips Land Partnership, a Utah General Partnership,
Grantor, by and through Roger D. Terry,
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 DOLLARS (\$ 1.00) and other good and valuable considerations, receipt of which is hereby acknowledged, a right-of-way and easement 16.0 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 Morgan County, State of Utah, to-wit:

Land of the Grantor located in the Northwest Quarter of the Northwest Quarter of Section 36, Township 4 North, 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 at a point located South 632.87 feet and East 954.30 feet from the Northwest Corner of said Section 36; thence North 52°27' West 280.00 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 Grantee hereby agrees to pay damages which may arise to crops or fences caused by the construction, maintenance, repair, replacement or removal of the facilities. It is mutually agreed that should any dispute arise as to such damages, the same, if not mutually agreed upon, shall at the written request of either party be arbitrated and determined by disinterested arbitrators, one to be appointed by Grantor and one by Grantee within 20 days after such request, and if the two so chosen be unable to agree within 90 days after appointment, then they shall, within 30 days after written request by either the Grantor or the Grantee, select a third arbitrator, and failing so to do, such third arbitrator shall be appointed on application of either Grantor or Grantee by a Federal District Judge of the District wherein the land lies and the decision of any two of the arbitrators thus appointed shall be final and conclusive.

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 30th day of June, 1988.

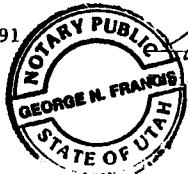
Terry - Phillips Land Partnership

By: Roger D. Terry
Roger D. Terry, General Partner

STATE OF UTAH)
COUNTY OF Morgan) ss.

On the 30th day of June, 1988, personally appeared before me Roger D. Terry, who being duly sworn, did say that (he is/they are) General Partner of Terry-Phillips Land Partnership, and that the foregoing instrument was signed on behalf of said partnership by authority of the articles of partnership, and said Roger D. Terry acknowledged to me that said partnership duly executed the same.

My Commission Expires: 10-7-91



George N. Francis
Notary Public
Residing at Morgan, Utah 84050