

RIGHT-OF-WAY AND EASEMENT GRANT
UT 18446

ENT 633533 Bk 483 Pg 253
DATE 26-JAN-1996 2:28PM FEE 12.00
MICHAEL L GLEED, RECORDER - FILED BY JH
CACHE COUNTY, UTAH
FOR MOUNTAIN FUEL SUPPLY CO

DEVONSHIRE COURT PARTNERSHIP

Grantor, by and through Paul Willie, 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 DOLLAR (\$1.00) in hand paid and other good and valuable consideration, receipt of which is hereby acknowledged, a right-of-way and easement 10 feet in width to lay, maintain, operate, repair, inspect, protect, remove and replace pipelines, 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 Cache County, State of Utah, to-wit:

Land of the Grantor located in the Southwest Quarter of Section 22, Township 12 North, Range 1 East, Salt Lake Base and Meridian;

the centerline 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 325.98 feet North and 876.42 feet East from the Southwest Corner of Lot 8, Block 8, Plat D, Logan Farm Survey, which is also the Southwest Quarter of Section 22, Township 12 North, Range 1 East, Salt Lake Base and Meridian; thence East 232.00 feet; thence South 290.00 feet, more or less, to Grantor's property line;

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

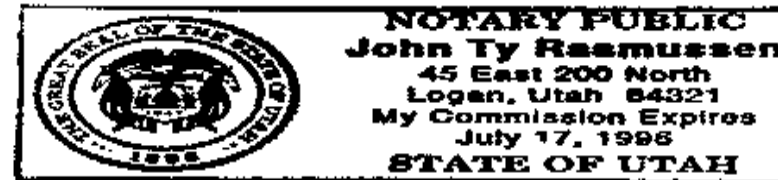
Grantor shall not build or construct, nor permit to be built or constructed, any building or other improvement over or across said right-of-way, nor change the contour thereof, without written consent of Grantee. This right-of-way shall be binding upon and inure to the benefit of the successors and assigns of Grantor and the successors and assigns of 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 Grantee are without authority to make any representations, covenants or agreements not herein expressed.

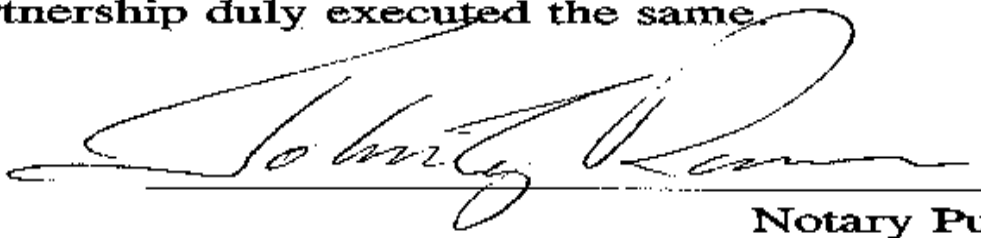
IN WITNESS WHEREOF, Grantor has caused its partnership name to be hereunto affixed this 15 day of January, 1996.

By:  _____
General Partner

STATE OF UTAH)
) ss.
COUNTY OF CACHE)



On the 15th day of January, 1996, personally appeared before me Paul Willie who, being duly sworn, did say that he/she is a General Partner of Devoushine Court Partnership and that the foregoing instrument was signed on behalf of said partnership by authority of the articles of partnership, and said Partner acknowledged to me that said partnership duly executed the same.

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Notary Public