

RETURN TO:  
MOUNTAIN FUEL SUPPLY COMPANY  
P.O. BOX 11258  
SALT LAKE CITY, UT 84147  
ATTENTION: RIGHT-OF-WAY  
60 838

# RIGHT-OF-WAY AND EASEMENT GRANT

JEFFREY C. SCHMIDT, VICTORIA SCHMIDT, LEE R. BANGERTER, ANITA BANGERTER, Individually, and DEL ROY BANGERTER, as Trustee of the LEE R. BANGERTER FAMILY PARTNERSHIP TRUST, Grantors, of Salt Lake County, State of Utah, do 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 20 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 the County of Salt Lake, State of Utah, to-wit:

Land of the Grantor located in the Northwest Quarter of Section 12, Township 3 South, 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:

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Beginning at a point North 78°27'59" West 3.00 feet from an existing rebar, said rebar lies North 45°49'40" East 2122.31 feet (deed equals North 45°43.5' East 2117.9 feet) from the West quarter corner of Section 12, Township 3 South, Range 1 East, Salt Lake Base and Meridian, and running thence North 15°26'21" East 153.84 feet to a point of curvature; thence Easterly along the arc of a 20.00 foot radius curve to the right through a central angle of 128°48'18" a distance of 44.961 feet to a point of tangency; thence South 35°45'21" East 50.59 feet to a point of curvature; thence Southeasterly along the arc of a 50.00 foot radius curve to the left through a central angle of 13°35'35" a distance of 11.862 feet to a point of tangency; thence South 49°20'56" East 60.211 feet to a point of curvature; thence Southeasterly along the arc of a 50.00 foot radius curve to the left through a central angle of 9°24'49" a distance of 8.215 feet to a point of tangency; thence South 58°45'45" East 120.444 feet to a point of curvature; thence Southeasterly along the arc of a 50.00 foot radius curve to the left through a central angle of 5°01'49" a distance of 4.390 feet to a point of tangency; thence South 63°47'35" East 94.212 feet to a point of curvature; thence Southeasterly along the arc of a 50.00 foot radius curve to the left through a central angle of 7°48'48" a distance of 6.818 feet to a point of tangency; thence South 71°36'23" East 144.495 feet, more or less, to the South right-of-way line of Wasatch Boulevard;

also, beginning at a point North 78°27'59" West 3.00 feet from an existing rebar, said rebar lies North 45°49'40" East 2122.31 feet (deed equals North 45°43.5' East 2117.9 feet) from the West quarter corner of Section 12, Township 3 South,

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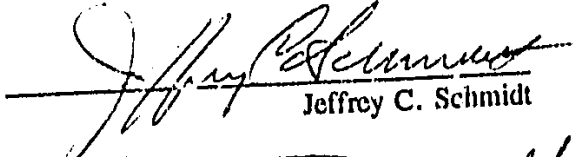
Range 1 East, Salt Lake Base and Meridian, and running thence South 15°24'00"  
West 84.783 feet to a point of curvature; thence Southwesterly along the  
a 35.00 foot radius curve to the right through a central angle of 84°53'12"  
distance of 51.854 feet to a point of tangency, said point also being on the  
centerline of an existing 20 foot private right-of-way;

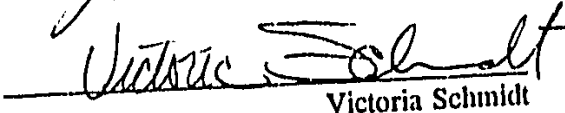
TO HAVE AND TO HOLD the same unto said Mountain Fuel Supply Company, its successors  
and assigns, so long as such facilities shall be maintained, with the right of ingress and egress  
to and from said right-of-way to maintain, operate, repair, inspect, protect, remove and replace  
the same. During 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. Grantors 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.

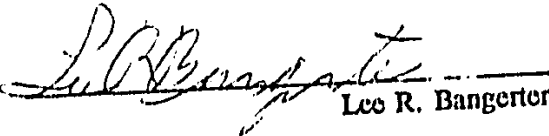
Grantors shall not build or construct, nor permit to be built or constructed, any building  
or other improvement over or across said right-of-way, nor change the contour thereof, without  
written consent of Grantee. This right-of-way shall be binding upon and inure to the benefit of  
the successors and assigns of Grantors and the successors and assigns of Grantee, and may be  
assigned in whole or in part by Grantee.

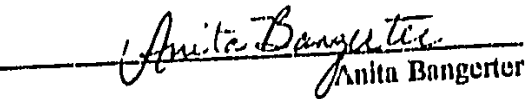
It is hereby understood that any parties securing this grant on behalf of Grantee are  
without authority to make any representations, covenants or agreements not herein expressed.

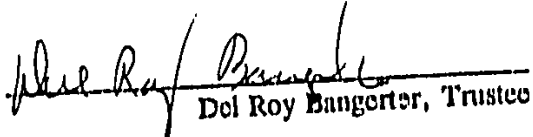
WITNESS the execution hereof this 17<sup>th</sup> day of NOVEMBER,  
1993.

  
Jeffrey C. Schmidt

  
Victoria Schmidt

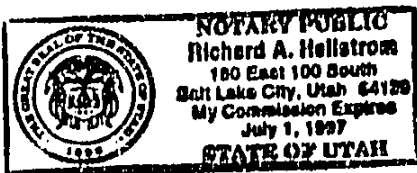
  
Leo R. Bangertor

  
Anita Bangertor

  
Del Roy Bangertor, Trustee

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

On the 17<sup>th</sup> day of NOVEMBER, 1993, personally appeared before me  
JEFFREY C. SCHMIOT, VICTORIA SCHMIOT, LEE R. BANGERTER  
and ANITA BANGERTER and DEL ROY BANGERTER,  
the signer(s) of the foregoing instrument, who duly acknowledged to me that he/she/they  
executed the same.



Richard A. Hellstrom  
Notary Public

Residing at SALT LAKE CITY, UT

My Commission Expires:

JULY 1, 1997

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5664174  
23 NOVEMBER 93 11:31 AM  
KATIE L. DIXON  
RECORDER, SALT LAKE COUNTY, UTAH  
MOUNTAIN FUEL  
REC BY: REBECCA GRAY , DEPUTY