

RETURN TO:  
MOUNTAIN FUEL SUPPLY COMPANY  
P.O. BOX 11368  
SALT LAKE CITY, UT 84139  
ATTENTION: RIGHT-OF-WAY  
GO 306

**RIGHT-OF-WAY AND EASEMENT GRANT**

**NATIONAL INSTITUTE OF FITNESS**

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 DOLLAR (\$1.00)** and other good and valuable consideration, 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 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 Washington, State of Utah, to-wit:

Land of the Grantor located in Section 33, Township 41 South, Range 16 West, 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 953.51 feet and 2620.38 feet from the Southwest Corner of Section 33, Township 41 South, Range 16 West, Salt Lake Base and Meridian; thence South 89°48'00" East 269.07 feet.

**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 ~~with the reasonable necessity~~ 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 corporate name and seal to be hereunto affixed this 9<sup>th</sup> day of October, 1991.

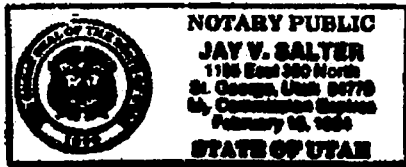
ATTEST

Todd C. Cummings  
Secretary

By: Marc Soranson  
President

STATE OF UTAH )  
 ) ss.  
COUNTY OF WASHINGTON )

On the 9<sup>th</sup> day of October, 1991, personally appeared before me Marc Soranson, and Todd C. Cummings who, being duly sworn, did say that they are the President and Secretary, respectively, of National Institute of Fire and that the foregoing instrument was signed on behalf of said corporation by authority of a resolution of its Board of Directors (or) its Bylaws, and said Marc Soranson and Todd C. Cummings acknowledged to me that said corporation duly executed the same



Jay V. Salter  
Notary Public

Residing at St George

My Commission Expires

2-15-94

\*Strike clause not applicable