

RIGHT OF WAY AND EASEMENT GRANT

HAROLD B. FOUTZ INVESTMENT COMPANY

Grantor, of Wasatch 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 AND NO/100 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 the County of Wasatch, State of Utah, to-wit:

Land of the Grantor located in Section 3, Township 4 South, Range 4 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 North 1988 feet and West 26 feet from the South Quarter corner of said Section 3, said point being Grantor's East property line, thence West 1294 feet to the Grantor's West property line.

Entry No. 117671 Recorded at request of MOUNTAIN FUEL
Date 10-1-1979 at 1:16 M by JOE DEAN HUBER
Wasatch County Recorder by LINDA KRAMER
Deputy Book 128 Page 430 FEE \$1.00

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.

WITNESS the execution hereof this 17th day of July, 1979

K. Ward
Witness

Pauleen C. Foutz
Harold B. Foutz Investment Co.
Pauleen C. Foutz
Managing Partner

Imogene S. Money
Witness

STATE OF ~~UTAH~~ NEVADA }
County of CLARK } ss.

On the 17th day of July, 1979, personally appeared before me Pauleen C. Foutz - Managing Partner

the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.

My Commission expires:

Irene C. Kiser
Notary Public

Notary Public - State of Nevada
CLARK COUNTY
Irene C. Kiser
My Commission Expires Nov. 1, 1979

Residing at Las Vegas, Nevada