

RETURN TO:
MOUNTAIN FUEL SUPPLY COMPANY
P.O. BOX 11368
SALT LAKE CITY, UT 84147
ATTENTION: RIGHT-OF-WAY
60 206

8679

RIGHT-OF-WAY AND EASEMENT GRANT

5789110

McKINNON DEVELOPMENT, L.C. A Utah Limited Liability Company, Grantor(s), of Salt Lake County, State of Utah, do(es) 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 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") said right-of-way being situated in the County of Salt Lake, State of Utah, and more particularly described as follows, to-wit:

Beginning at a point on the Grantor's Southeast property corner which is West 1870.44 feet and North 311.86 feet from the East Quarter corner of Section 21, Township 2 South, Range 1 East, Salt Lake Base and Meridian; thence West 21.18 feet; thence along a curve to the right with a radius of 68.58 feet and a central angle of 50°37'25" for a distance of 60.59 feet (chord bears North 31°30'12" East 58.64 feet); thence East 5.71 feet; thence on a curve to the left with a radius of 67.50 feet and a central angle of 15°28'02" for a distance of 18.22 feet (chord bears South 34°35'18" East 18.17 feet); thence along a curve to the left with a radius of 47.58 feet and a central angle of 54°10'38" for a distance of 44.99 feet (chord bears South 36°01'56" West 43.33 feet) to the point of beginning;

Also, beginning at a point on the Grantor's Northeast property corner which is West 1870.44 feet and North 311.86 feet from the East Quarter corner of Section 21, Township 2 South, Range 1 East, Salt Lake Base and Meridian; thence on a curve to the right with a radius of 47.58 feet and a central angle of 08°50'10" for a distance of 7.34 feet (chord bears South 4°31'20" West 7.33 feet); thence South 00°07'47" West 1.07 feet; thence South 00°21'10" East 55.67 feet; thence South 89°30'50" West 14.29 feet; thence South 69°30'00" West 19.51 feet; thence West 16.79 feet; thence North 21.00 feet; thence East 12.99 feet; thence North 69°30'00" East 16.22 feet; thence North 00°21'10" West 35.85 feet; thence North 00°07'47" East 1.20 feet; thence along a curve to the right with a radius of 68.58 feet and a central angle of 06°05'05" for a distance of 7.28 feet (chord bears North 03°08'59" East 7.28 feet); thence East 21.18 feet to the point of beginning;

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

-Page 0007-
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BK 6914 PG 0153

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(s) 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(s) 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(s) 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.

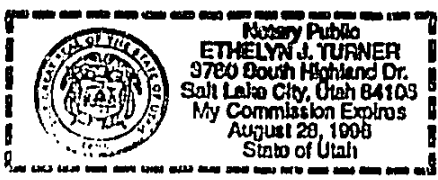
WITNESS the execution hereof this 10 day of March, 1994.

By: [Signature]
M. John McKinnon, Manager

STATE OF UTAH)
COUNTY OF SALT LAKE) ss.

5789110
04/03/94 08:20 AM 13.00
KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
MOUNTAIN FUEL
REC BY: W MACKAY DEPUTY - WI

On the 10 day of March, 1994, personally appeared before me M. John McKinnon who, being duly sworn, did say that he is the Managing Member of McKinnon Development, LLC, and that the foregoing instrument was signed on behalf of said company by authority of it's Articles of Incorporation or it's Operating Agreement.



Ethelyn J. Turner
Notary Public
Residing at Salt Lake County

My Commission Expires:
Aug 28, 1996

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