

12 RETURN TO:
MOUNTAIN FUEL SUPPLY COMPANY
P.O. BOX 11268
SALT LAKE CITY, UT 84147
ATTENTION: RIGHT-OF-WAY
GC 236

0157

RIGHT-OF-WAY AND EASEMENT GRANT

SS 17 140
05/09/94 1:46 PM 12.00
KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
MOUNTAIN FUEL
REC BY: K BLANCHARD DEPUTY - WI

0517140

MAGNA INVESTMENT & DEVELOPMENT, LTD.

Grantor, by and through Allied Service, Inc., 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 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 located on Grantor's South property line; thence South 1317.17 feet and East 875.78 feet from the Northwest corner of Section 16, Township 3 South, Range 1 East, Salt Lake Base and Meridian; thence North 257.49 feet; thence North 39°59'00" West 159.26 feet along the East line of an existing 16.00 foot Mountain Fuel Supply Company right-of-way; thence North 18.49 feet along Grantor's West property line; thence South 40°24'00" East 204.18 feet; thence South 212.59 feet; thence South 89°52'50" East 181.27 feet; thence South 40°24'00" East 39.46 feet to Grantor's South property line; thence North 89°52'50" West 236.85 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 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.

BK 69359C2274

