

RETURN TO:  
MOUNTAIN FUEL SUPPLY COMPANY  
P.O. BOX 11388  
SALT LAKE CITY, UT 84147  
ATTENTION: RIGHT-OF-WAY  
GO 208

### RIGHT-OF-WAY AND EASEMENT GRANT

5959492  
11/04/94 11:28 AM 12.00  
KATIE L. DIXON  
RECORDER, SALT LAKE COUNTY, UTAH  
MOUNTAIN FUEL  
REC BY: Z JOHANSON DEPUTY - WI

5959492

#### SECRETST AND SIEBER DEVELOPMENT CORPORATION, INC.

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) 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 West right-of-way line of 2300 East which is South 1416.03 feet and East 33.81 feet from the North Quarter corner of Section 27, Township 2 South, Range 1 East, Salt Lake Base and Meridian; thence South 00°14'40" West 42.00 feet along said line; thence West 107.00 feet; thence South 85°34'03" West 90.30 feet; thence West 53.11 feet; thence South 00°14'40" West 87.15 feet to the Grantor's South property line; thence West 24.00 feet along said line; thence North 00°14'40" East 230.28 feet to the Grantor's North property line; thence South 89°45'20" East 24.00 feet along said line; thence South 00°14'40" West 101.03 feet; thence East 53.11 feet; thence North 85°34'03" East 90.30 feet; thence East 107.00 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 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.

BK 7049 PG 2445

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 26th day of October, 1994.

ATTEST:

Keith H. Sieber  
 (SEAL) Keith H. Sieber, Secretary

By: Linda Secrist  
 Linda Secrist, President

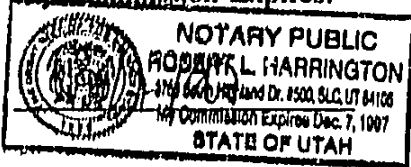
STATE OF UTAH )  
 ) ss.  
 COUNTY OF SALT LAKE )

On the 26th day of October, 1994, personally appeared before me Keith Sieber, and Linda Secrist who, being duly sworn, did say that they are the Secretary and President, respectively, of Secrist & Sieber D., 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 \_\_\_\_\_ and \_\_\_\_\_ acknowledged to me that said corporation duly executed the same.

[Signature]  
 Notary Public

Residing at Salt Lake Co, Utah

My Commission Expires:



\*Strike clause not applicable