

RIGHT OF WAY AND EASEMENT GRANT

WEBER DEPU *Marian R. Phillips* Nov 9 1:25 PM

NBC RENTALS, a Utah Partnership with GARY BAUR, GENERAL PARTNER

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 AND NO/100 DOLLARS (\$1.00) and other good and valuable considerations, receipt of which is hereby acknowledged, a right of way and easement 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"), said right of way being situated in the County of Weber, State of Utah, and more particularly described as follows, to-wit:

Beginning at the Northeast Corner of Section 25, Township 6 North, Range 2 West, Salt Lake Base and Meridian; thence South 1052.9 feet; thence West 33.0 feet; thence North 1052.9 feet; thence East 33.0 feet to point of beginning.

PLATTED [] VERIFIED [x] ENTERED [] RECORDED []

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 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.

IN WITNESS WHEREOF the Grantor has caused its partnership name to be hereunto affixed this 14th day of October, 1982.

ATTEST: NBC RENTALS, a Utah Partnership

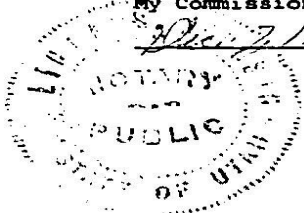
By *Gary Baur* GARY BAUR, General Partner

STATE OF UTAH) COUNTY OF *Weber*) ss:

On the 14th day of October, 1982, personally appeared before me *Marian R. Phillips* who being duly sworn, did say that he is the *General Partner* of *NBC Rentals* and that the foregoing instrument was signed on behalf of said partnership by authority of the articles or partnership, and said *Gary Baur* acknowledged to me that said partnership duly executed the same.

Marian R. Phillips Notary Public Residing at *Minneapolis, MN*

My Commission Expires: Dec 7 1983



RETURN TO: MOUNTAIN FUEL SUPPLY COMPANY P.O. BOX 11368 SALT LAKE CITY, UT. 84139 ATTENTION: LINDA JOHNSON