

RIGHT-OF-WAY AND EASEMENT GRANT

BROWN FARMS, a General Partnership

Grantor, by and through David W. Brown and Michael W. Brown, General Partners, Joes 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) and other good and valuable consideration, receipt of which is hereby acknowledged, a right-of-way and easement 75.0 feet in width 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") through and across the following-described land and premises situated in Iron County, State of Utah, to-wit:

Land of the Grantor located in Section 2, Township 35 South, Range 13 West, Salt Lake Base and Meridian;

the centerline 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 South 33.27 feet and West 575.51 feet from the South Quarter Corner of Section 35, Township 34 South, Range 13 West, Salt Lake Base and Meridian; said point being on Grantor's East property line on the West line of a County Road; thence North 89°34'45" West 1474.19 feet; more or less to Grantor's West property line.

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, with permission of Grantor, 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.

Grantee hereby agrees to pay damages which may arise to crops or fences caused by the construction, maintenance, repair, replacement, or removal of the facilities. It is mutually agreed that should any dispute arise as to such damages, the same, if not mutually agreed upon, shall, at the written request of either party, be arbitrated and determined by disinterested arbitrators, one to be appointed by Grantor and one by Grantee, within 20 days after such request, and if the two so chosen be unable to agree within 90 days after appointment, then they shall, within 30 days after written request by either Grantor or Grantee, select a third arbitrator, and failing so to do, such third arbitrator shall be appointed on application of either Grantor or Grantee by a State District Judge of the District wherein the land lies, and the decision of any two of the arbitrators thus appointed shall be final and conclusive.

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DIXIE B MATHESON - IRON COUNTY RECORDER
1992 MAY 13 13:37 PM FEE \$8.00 BY PTC
REQUEST: MOUNTAIN FUEL SUPPLY COMPANY

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.

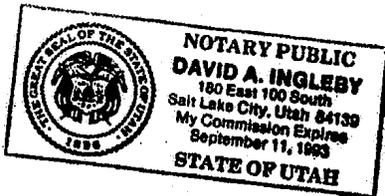
IN WITNESS WHEREOF, Grantor has caused its partnership name to be hereunto affixed this 9th day of October, 1991.

By: David W. Brown
David W. Brown

By: Michael W. Brown
Michael W. Brown

STATE OF UTAH)
COUNTY OF IRON) ss.

On the 9th day of October, 1991, personally appeared before me David W. Brown and Michael W. Brown, who, being duly sworn, did say that ~~he~~ ^{they are} is a General Partner of Brown Farms, and that the foregoing instrument was signed on behalf of said partnership by authority of the articles of partnership, and said David W. Brown and Michael W. Brown acknowledged to me that said partnership duly executed the same.



David A. Ingley
Notary Public

Residing at Salt Lake County, Utah

My Commission Expires:

September 11, 1993

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