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DA

RIGHT-OF-WAY AND EASEMENT GRANT

KENNECOTT COPPER CORPORATION, a corporation of the State of New York, GRANTOR, does hereby convey and quitclaim 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 sixteen (16) 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 the County of Salt Lake, State of Utah, for purpose of providing natural gas service to Kennecott's locomotive repair facility, to-wit:

The land of the Grantor located in Section 5, Township 2 South, Range 2 West, Salt Lake Base and Meridian;

the center line 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 107 feet South and 659.59 feet West from the North quarter corner of said Section 5, thence North 88°41' West 931.15 feet, thence South 47°32' West 120 feet.

TO HAVE AND TO HOLD the same unto Grantee, its successors and assigns, so long as such facilities shall be maintained for the purpose aforesaid with the right of ingress and egress to and from said right-of-way to maintain,

MOUNTAIN FUEL SUPPLY CO.

Recorded at Request of _____

at 1100 m _____

Salt Lake County, Utah, by _____

8.00

C. Wayne Maberry

C. Wayne Maberry

STATE OF UTAH, Recorder,

DEC 12 1978

Box 11368

84139

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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 the 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 the Grantee hereunder. If it shall become necessary or convenient for Grantor to require the removal of said pipeline or any gas distribution facilities appurtenant thereto to a more convenient place upon the property of Grantor, Grantee will, within a reasonable time and upon request by Grantor, and upon a new location and right-of-way being designated by Grantor, remove and replace said pipeline or other property at Grantor's sole expense.

Expressly excepting, reserving and specifically subject to a perpetual easement, right and privilege on the part of Grantor, its successors, lessees, licensees and assigns, at all times hereafter, to discharge through the medium of the air upon each and every portion of said lands any and all gases, dust, dirt, fumes and other substances and matter which may be released, given or thrown or blown off, emitted or discharged in the course of or by or through the existence or operation of each or all the smelting plants reduction works, mills, refineries, power plants, manufactories,

tailing deposits and other works or factories which are now or which may hereafter at any time be established or operated by Grantor, its successors, lessees, licensees or assigns, or any of them.

Grantee agrees to indemnify and save Grantor harmless against any and all loss and expense, including attorneys' fees and other legal expenses, by reason of liability imposed or claimed to be imposed by law upon Grantee for damage because of bodily injuries, including death, at any time resulting therefrom, or on account of damage to property, sustained by any person or persons, arising out of or in any manner connected with, or growing out of or predicated upon the construction, maintenance, operation, existence or use of said right-of-way and such adjacent portions of Grantor's property as Grantee shall utilize from time to time, whether or not such bodily injuries, death, or damage to property arise or claim to have arisen in whole or in part out of the negligence or any other grounds of legal liability, including violation of any duty imposed by a statute or ordinance or regulation, on the part of the Grantee, Grantor, employees or agents of any of them, or any other person or organization, but excluding any liability caused by sole negligence or willful misconduct of Grantor.

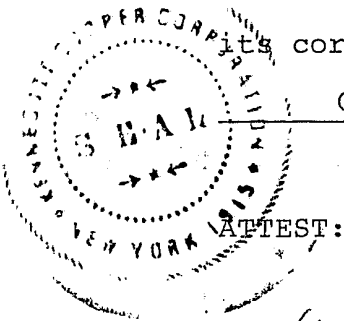
Grantor expressly reserves the right to construct, operate and maintain ditches, culverts, pipelines or other drainage works, and any other facilities required by Grantor

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upon, along, under or across said granted premises, provided only that such shall be constructed, operated and maintained by Grantor so as not to interfere with the use thereof by Grantee. Grantee agrees to repair or replace at its sole cost and expense any property or facilities of Grantor damaged or injured by the acts or omissions of Grantee, its employees, servants or agents in the construction, maintenance, operation, existence or use of said right-of-way and such adjacent portions of Grantor's property as Grantee shall utilize from time to time.

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 these presents to be executed by its duly authorized officer and its corporate seal to be hereunto affixed this 27 day of October, 1978.



Louis M. Smith
Assistant Secretary

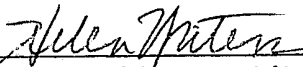
KENNECOTT COPPER CORPORATION

By [Signature]
Its President, Metal Mining
Division
By [Signature]
Its Vice President

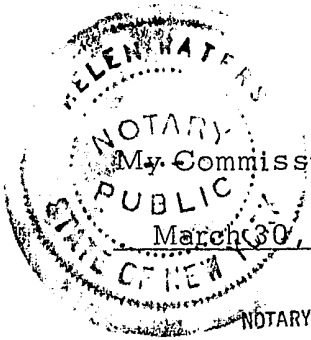
APPROVED
Parsons, Behle & Latimer
By James B. Lee
[Signature]

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the 27th day of October, 1978, personally appeared before me B. B. SMITH and G. F. JOKLIK who being duly sworn, did say that they are the President, Metal Mining Division, and Vice President, respectively of KENNECOTT COPPER CORPORATION, and that the foregoing instrument was signed on behalf of said Corporation by authority of a resolution of its Board of Directors and said B. B. SMITH and G. F. JOKLIK acknowledged to me that said corporation executed the same.



Notary Public, residing at New York, N. Y.



HELEN WATERS
NOTARY PUBLIC, State of New York
No. 31-4167650
Qualified in New York County
Commission Expires March 30, ~~1978~~
1979