

**RIGHT OF WAY AND EASEMENT GRANT**

**C.D.I., LTD., A PARTNERSHIP WITH G. WALTER GASSER 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, \$100.00/100 DOLLARS (\$ 1.00) and other good and valuable considerations, receipt of which is hereby acknowledged, a right of way and easement 8.0 feet in width 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") through and across the following described land and premises situated in Cacha County, State of Utah, to-wit:

Land of the Grantor located in Lot 5 Block 8 Flat "D" Logan Farm Survey in Section 22, Township 12 North, Range 1 East, Salt Lake Base and Meridian

FSG 54.00

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:

445734

Beginning at a point South .12 feet and East 2.998 feet from the Northwest Corner of Lot 5, Block 8, Flat "D" Logan Farm Survey, in Said Section 22 Running Thence South 1°03'43" West 668.01 feet to Grantors South Property Line.

STATE OF UTAH  
COUNTY OF SALT LAKE  
NOTARY PUBLIC  
AUG 24 11 57 AM '81  
M. MENDENHALL  
DEPUTY

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 6th day of AUGUST, 1981.

C.D.I., LTD.  
By [Signature]  
NOTARY PUBLIC  
MOUNTAIN FUEL SUPPLY COMPANY

STATE OF UTAH )  
COUNTY OF Salt Lake ) ss.

On the 10th day of AUGUST, 1981, personally appeared before me G. Walter Gasser who being duly sworn, did say that (he is/they are) the General Partner of C.D.I., LTD. and that the foregoing instrument was signed on behalf of said partnership by authority of the articles of partnership, and said G. Walter Gasser acknowledged to me that said partnership duly executed the same.

My Commission Expires: Jan. 1984

Mendenhall  
Notary Public  
Residing at Salt Lake City