

WHEN RECORDED MAIL TO:

Mountain Fuel Supply Company  
P.O. Box 45360, Right-of-way  
Salt Lake City, UT 84145-0360

RETURNED

JAN - 9 1998

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10/17/97

**RIGHT-OF-WAY AND EASEMENT GRANT**

RW 26309

E 1373431 B 2226 P 721  
JAMES ASHNER, DAVIS CNTY RECORDER  
1998 JAN 9 7:51 AM FEE 12.00 DEP RT  
REC'D FOR MOUNTAIN FUEL SUPPLY COMPANY

NW 25 4NW

11-036-0029, 0049, 0051

FROST BROTHERS PARTNERSHIP, A Utah Limited Partnership

Grantor, by and through T. Leland Frost, General Partner, does hereby convey and grant 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 16.0 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 Davis County, State of Utah, to-wit:

Land of the Grantor located in the Northwest Quarter of Section 25, Township 4 North, Range 1 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 which is South 857.23 feet and West 848.15 feet from the North Quarter corner of Section 25, Township 4 North, Range 1 West, Salt Lake Base and Meridian; thence South 20.00 feet; thence South 71°10'52" East 78.02 feet; thence North 82°59'05" East 46.87 feet; thence North 88°21'50" East 46.80 feet; thence South 85°46'16" East 47.01 feet; thence South 79°52'16" East 39.45 feet; thence South 72°49'08" East 32.72 feet; thence South 84°44'44" East 52.45 feet; thence North 89°33'45" East 50.17 feet; thence North 86°07'30" East 38.19 feet; thence North 83°12'14" East 41.96 feet; thence North 79°49'17" East 44.38 feet; thence North 77°40'23" East 25.25 feet; thence North 80°09'43" East 24.17 feet; thence South 74°50'57" East 21.57 feet; thence South 47°49'32" East 23.61 feet; thence South 18°38'38" East 22.29 feet; thence South 01°47'12" East 46.54 feet; thence South 05°33'28" West 42.81 feet; thence South 12°14'10" West 48.39 feet; thence South 14°44'48" West 15.31 feet; thence South 05°15'02" East 12.11 feet;

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.

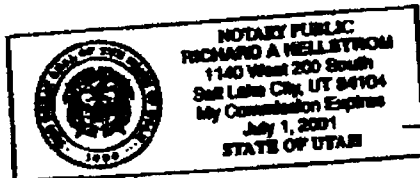
It is hereby understood that any parties securing this grant on behalf of Grantee are without authority to make any representations, covenants or agreements not herein expressed.

IN WITNESS WHEREOF, Grantor has caused its partnership name to be hereunto affixed this 17<sup>th</sup> day of October, 1997.

By: T. Leland Frost  
T. Leland Frost, General Partner

STATE OF UTAH )  
 ) ss.  
COUNTY OF DAVIS )

On the 17<sup>th</sup> day of October, 1997, personally appeared before me T. Leland Frost, who, being duly sworn, did say that he/she is a General Partner of Frost Brothers Partnership, and that the foregoing instrument was signed on behalf of said partnership by authority of the articles of partnership, and said T. Leland Frost acknowledged to me that said partnership duly executed the same.



Richard A. Hellystrom  
Notary Public