

RETURN TO:  
MOUNTAIN FUEL SUPPLY COMPANY  
P.O. BOX 11368  
SALT LAKE CITY, UT 84130  
ATTENTION: RIGHT-OF-WAY  
GO 308

### RIGHT-OF-WAY AND EASEMENT GRANT

#### WEST VALLEY PROFESSIONAL CENTER, A UTAH GENERAL PARTNERSHIP

5347130

Grantor, by and through Peter Pavlos, General Partner, 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 DOLLAR (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, a right-of-way and easement 12.00 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 Salt Lake County, State of Utah, to-wit:

Land of the Grantor located in Section 33, Township 1 South, 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 South 1323.46 feet and East 1341.07 feet from the Northwest Corner of said Section 33, also located on the North line of 3650 South Street and South 89°56'20" West 187 feet from the Southeast Corner of Grantor's Parcel #1; thence North 0°0'20" East 163.5 feet; thence North 89°56'20" East 34.0 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.

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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 16 day of JULY, 1992.

By: *Peter Paulos*  
General Partner

STATE OF UTAH )  
                          ) ss.  
COUNTY OF SALT LAKE )

800

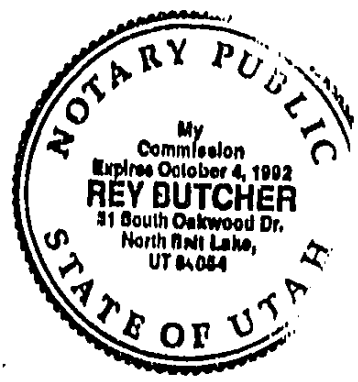
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KATIE L. DIXON  
RECORDER, SALT LAKE COUNTY, UTAH  
MOUNTAIN FUEL  
REC BY: DIANE KILPACK , DEPUTY

On the 16<sup>th</sup> day of JULY, 1992, personally appeared before me Peter Paulos, who, being duly sworn, did say that he/she is a General Partner of West Valley Professional Center, and that the foregoing instrument was signed on behalf of said partnership by authority of the articles of partnership, and said Peter Paulos acknowledged to me that said partnership duly executed the same.

*Rey Dutcher*  
Notary Public

Residing at North Salt Lake, Ut.

My Commission Expires:  
October 4, 1992



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