

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

4858266

**COTTONWOOD COVES, INC.**

a corporation of the State of Utah, 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 DOLLAR (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, a right-of-way and easement 12.0 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 the County of Salt Lake, State of Utah, to-wit:

Land of the Grantor located in the Northwest Quarter of Section 6, Township 2 South, Range 1 East, 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 North 611.65 feet and East 1795.65 feet from the West Quarter Corner of said Section 6; thence North 62.00 feet.

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. 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.

RETURN TO:  
MOUNTAIN FUEL SUPPLY COMPANY  
P.O. BOX 11368  
SALT LAKE CITY, UT 84139  
ATTENTION: RIGHT-OF-WAY  
GO 308

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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 corporate name and seal to be hereunto affixed this 5 day of October, 1989.

ATTEST:

COTTONWOOD COVES, INC.

Lawrence H. Rodgers  
Secretary

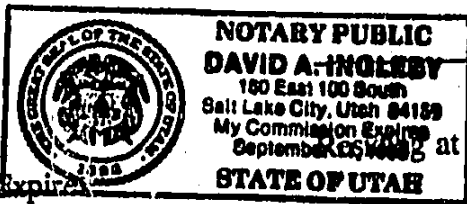
By: Carl F. Robison  
President

gdo

4858266  
11 DECEMBER 89 10:55 AM  
KATIE L. DIXON  
RECORDER, SALT LAKE COUNTY, UTAH  
MOUNTAIN FUEL  
REC BY: D DANGERFIELD , DEPUTY

STATE OF UTAH }  
COUNTY OF Salt Lake } ss.

On the 5th day of October, 1989, personally appeared before me Carl F. Robison and Lawrence H. Rodgers, who, being duly sworn, did say that they are the President and Secretary, respectively, of Cottonwood Coves, Inc., and that the foregoing instrument was signed on behalf of said corporation by authority of a resolution of its Board of Directors (or) its Bylaws, and said Carl F. Robison and Lawrence H. Rodgers acknowledged to me that said corporation duly executed the same.



David A. Ingleby  
Notary Public  
Salt Lake County, Utah

My Commission Expires September 11, 1993

\* Strike clause not applicable.

RETURN TO:  
MOUNTAIN FUEL SUPPLY COMPANY  
P.O. BOX 11558  
SALT LAKE CITY, UT 84119  
ATTENTION: RIGHT-OF-WAY  
GO 305

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