RETURN TO: MOUNTAIN FUEL SUPPLY COMPANY P.O/BÓX 11368 "SALT LAKE CITY, UT 84139 ATTENTION: RIGHT-OF-WAY GO 306 7323

2

RIGHT-OF-WAY AND EASEMENT GRANT

WHITEAR FAMILY PARTNERSHIP

Grantor, by and through Donald J. Whitear, 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 20.0 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 Morgan County, State of Utah, to-wit:

Land of the Grantor located in the Southwest Quarter and the Northwest Quarter of Section 6, Township 4 North, Range 2 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 located East 1791.364 feet and South 52.247 Feet from the West Quarter Corner of said Section 6; and running thence North 61°17′48" West 120.089 feet; thence South 67°41′28" West 181.474 feet; thence North 69°00′12" West 368.555 feet; thence North 17°58′25" West 982.010 feet; thence North 40°11′15" West 1229.950 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.

WHITEAR FAMILY PARTNERSHIP

By: Maniel Whorw

STATE OF UTAH COUNTY OF MORGAN

On the 13th day of 19, personally appeared before me Norvel 1 Myllia, who, being duly sworn, did say that he/she is a General Partner of WHITEAR FAMILY PARTNERSHIP, and that the foregoing instrument was signed on behalf of said partnership, and said Norvel 1. While acknowledged to me that said partnership duly executed the same.

My Commission Expires:

Entry No. 60662 RECORDED 8-6-9/ at 9:10 A FEE Florence M Wh

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RETURN TO:
MOUNTAIN FUEL SUPPLY COMPANY
P.O. BOX 11388
SALTLAKE CITY, UT 84139
ATTENTION: RIGHT-OF-WAY
GO 306

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