

RIGHT OF WAY AND EASEMENT GRANT

John B. Fetzer, Jr. and Lucille Fetzer, his wife  
Grantors, of Salt Lake County, State of Utah

do 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 and No/100 DOLLARS (\$1.00) and other good and valuable considerations, receipt of which is hereby acknowledged, a right of way and easement 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"), said right of way being situated in the County of Salt Lake, State of Utah, and more particularly described as follows, to-wit:

Beginning at a point 778.85 feet South and 418.45 feet West from the center of Section 10, Township 2 South, Range 1 East, Salt Lake Base and Meridian, thence South 14° 24' West 89.32 feet, thence on a curve to the left with a radius of 97 feet and a central angle of 90° a distance of 152.37 feet, thence South 75° 36' East 216.85 feet to the East line of Grantors' property, thence North 14° 24' East along said Easterly line 25 feet, thence North 75° 36' West 216.85 feet, thence on a curve to the right with a radius of 72 feet and a central angle of 90° a distance of 113.10 feet, thence North 14° 24' East 86.09 feet, thence North 68° 13' 41" West 25.20 feet, more or less, to the point of beginning.

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 Grantors 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 said Grantee, provided such use does not interfere with the facilities or any other rights granted to the Grantee hereunder.

The Grantors 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 Grantors 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.

WITNESS the execution hereof this 21st day of November, 1966.

John B. Fetzer, Jr.  
John B. Fetzer, Jr.  
Lucille Fetzer  
Lucille Fetzer

Witness

Calleen W. Gubler  
J.H. Gubler

Witness

NOTARY PUBLIC STATE OF UTAH  
County of Salt Lake  
David P. Buason  
ss.

the 21st day of November, 1966, personally appeared before me owners: John B. Fetzer, Jr. + Lucille Fetzer, his wife, Purchasers: J.H. Gubler, + Calleen W. Gubler, his wife - the signer... of the foregoing instrument, who duly acknowledged to me that ...he... executed the same.

My Commission expires:

Mar. 7, 1969

David P. Buason  
Notary Public  
Residing at Salt Lake City