

RIGHT-OF-WAY AND EASEMENT GRANT

INTERLINE PARTNERSHIP

Grantor, by and through Victor M. Kimball, 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 8.0 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 Salt Lake County, State of Utah, to-wit:

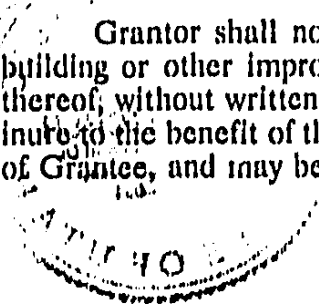
Land of the Grantor located in Section 25, Township 1 North, Range 1 West, Salt Lake Base and Meridian;

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 North 31°45'00" West 4.70 feet from the Southwest Corner of Lot 8, Block 32, Plat "E", Salt Lake City Survey, said point being on the East line of Wall Street; thence East 187.48 feet to Grantor's East property line.

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 11508
SALT LAKE CITY, UT 84130
ATTENTION: RIGHT-OF-WAY
OO 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 partnership name to be hereunto affixed this 16 day of December, 1989.

INTERLINE PARTNERSHIP

By: [Signature]
General Partner

STATE OF UTAH }
COUNTY OF SALT LAKE } ss.

800

4877812
02 FEBRUARY 90 10:20 AM
KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
MOUNTAIN FUEL
REC BY: D DANGERFIELD , DEPUTY

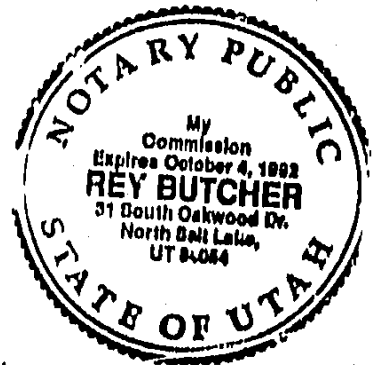
On the 12th day of DECEMBER, 1989, personally appeared before me Victor M. Kimball, who, being duly sworn, did say that he/she is a General Partner of INTERLINE PARTNERSHIP, and that the foregoing instrument was signed on behalf of said partnership by authority of the articles of partnership, and said Victor M. Kimball acknowledged to me that said partnership duly executed the same.

[Signature]
Notary Public

Residing at North Salt Lake, Ut.

My Commission Expires:

October 4, 1992



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RETURN TO
MOUNTAIN FUEL SUPPLY COMPANY
P.O. BOX 11990
SALT LAKE CITY, UT 84180
ATTENTION: RIGHT-OF-WAY
OO 304