BK7145PG2077

RETURN TO:
MOUNTAIN FUEL SUPPLY COMPANY
'P.O. BOX 45360
SALT LAKE CITY, UT 84145-0453
ATTENTION: RIGHT-OF-WAY
GO 208

RIGHT-OF-WAY AND EASEMENT GRANT

JEFFERSON SMURFIT CORPORATION (U.S.), A Delaware Corporation, Successor by name change to CONTAINER CORPORATION OF AMERICA, A Delaware Corporation, "Grantor(s)", do(es) 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) in hand paid and other good and valuable consideration, receipt of which is hereby acknowledged, a right-of-way and easement (referred to in this Grant as the "Easement") to lay, maintain, operate, repair, inspect, protect, remove and replace pipelines, valves, valve boxes and other gas transmission and distribution facilities (referred to in this Grant collectively as "Facilities") as follows: Eight feet on each side of the centerlines shown on the attached plat, designated Exhibit "A", and by reference made a part of this Grant, which centerlines are within that certain development in the vicinity of 1206 North Beck Street, Salt Lake City, Salt Lake County, Utah, which development is more particularly described as:

Beginning at a point which is North 38°40' East 621.00 feet from the Salt Lake City Survey Monument in the intersection of Beck Street and Victory Road and from which monument the Beck Street monument line bears South 24°22'53" East, said monument also bearing North 33°48' West 1416.8 feet (old deed tie) from the Southeast Corner of the Northwest Quarter of Section 25, Township 1 North, Range 1 West, Salt Lake Base and Meridian, said point of beginning also being on the Northeasterly line of the Denver & Rio Grande Western Railroad Company spur track right-of-way; thence along said right-of-way line North 44°14' West 150.00 feet, North 45°46' East 10.68 feet and North 40°50'56" West 13.00 feet to a point on the arc of a 331.22 foot radius curve, the center of which bears South 49°33'23" West; thence Northwesterly 242.00 feet along said railroad right-of-way line and the arc of said curve to the left through a central angle of 41°51'43"; thence North 79°14' West along said railroad right-of-way line parallel with and 16.5 feet perpendicularly distant from the centerline of said right-of-way and said spur track, 121.77 feet to a point on the extension of an old wire fence line which bears South 46°14'46" West; thence North 46°09' East 253.59 feet; thence South 79°14' East 57.90 feet to the point of tangency with a 505.145 foot radius curve; thence Southeasterly 308.58 feet along the arc of said curve to the right through a central angle of 35°00'; thence South 44°14' East 240.60 feet; thence South 45°46' West 167.44 feet; thence South 44°14' East 358.21 feet; thence South 63°56' West 287.00 feet; thence North 26°04' West 145.00 feet to the point of tangency with a 338.93 foot radius curve; thence Northerly 80.78 feet along the arc of said curve to the right through a central angle of 13°39'21" to a point on the arc of a 336.10 foot radius curve, the center

of which bears North 89°27'49" West, said point also being on the aforesaid Northeasterly railroad right-of-way line; thence Northwesterly 173..39 feet along said railroad right-of-way line and the arc of said 336.10 foot radius curve to the left through a central angle of 29°33'30"; thence along said railroad: 3ht-of-way line North 45°46' East 25.16 feet to the point of beginning;

TO HAVE AND TO HOLD the same unto its successors and assigns, so long as Grantee shall require, with the right of ingress and egress to and from the Easement to maintain, operate, repair, inspect, protect, remove and replace the Facilities. During temporary periods, Grantee may use such portion of the property along and adjacent to the Easement as may be reasonably necessary in connection with construction, maintenance, repair, removal or replacement of the Facilities. Grantor(s) shall have the right to use the surface of the Easement except for the purposes for which this Easement is granted provided such use does not interfere with the Facilities or any other rights granted to Grantee by this Grant.

Grantor(s) shall not build or construct, nor permit to be built or constructed, any building or other improvement over or across the Easement, nor change the contour thereof, without written consent of Grantee. This Grant shall be binding upon the successors and assigns of Grantor(s) and may be assigned in whole or in part by Grantee without further consideration.

It is hereby understood that any person(s) securing this Grant on behalf of Grantee are without authority to make any representations, covenants or agreements not expressed in this Grant.

WITNESS the execution hereof this 25th day of April , 1945.

ATTEST:

(SEAL)

Secretary

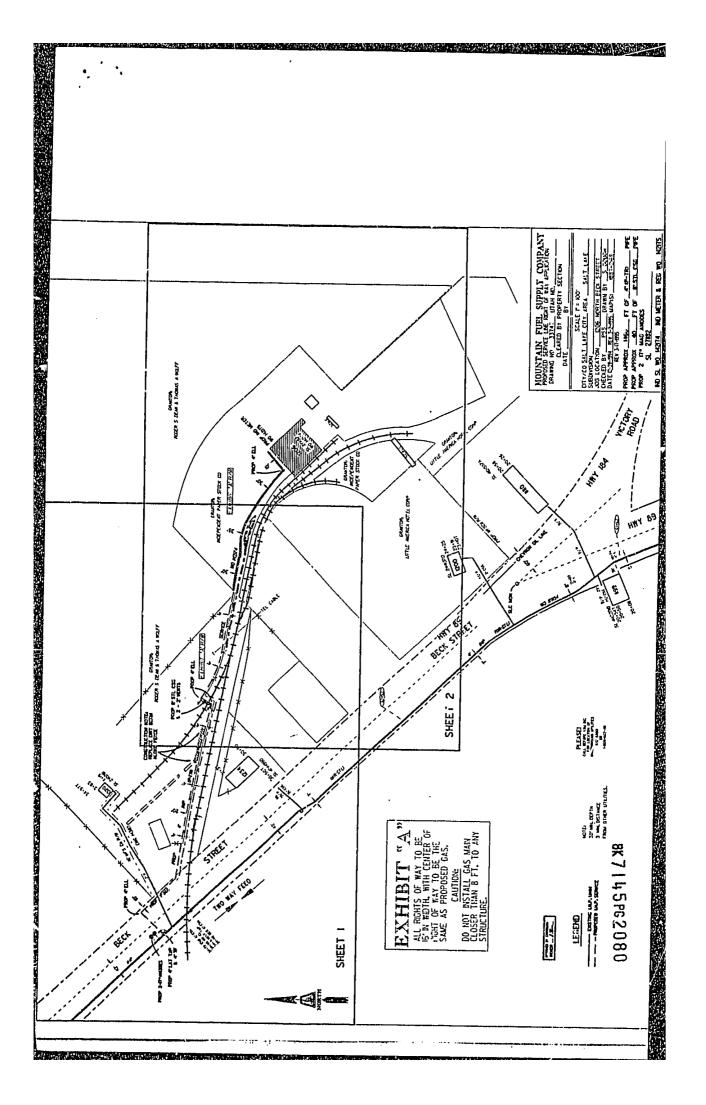
Vice

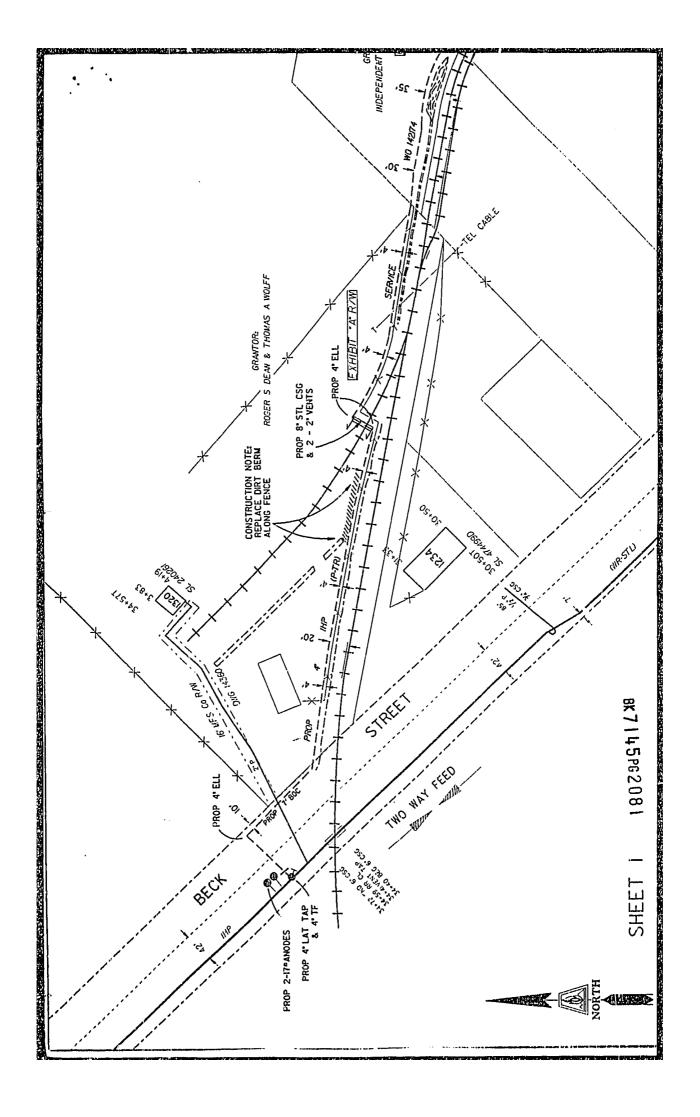
President

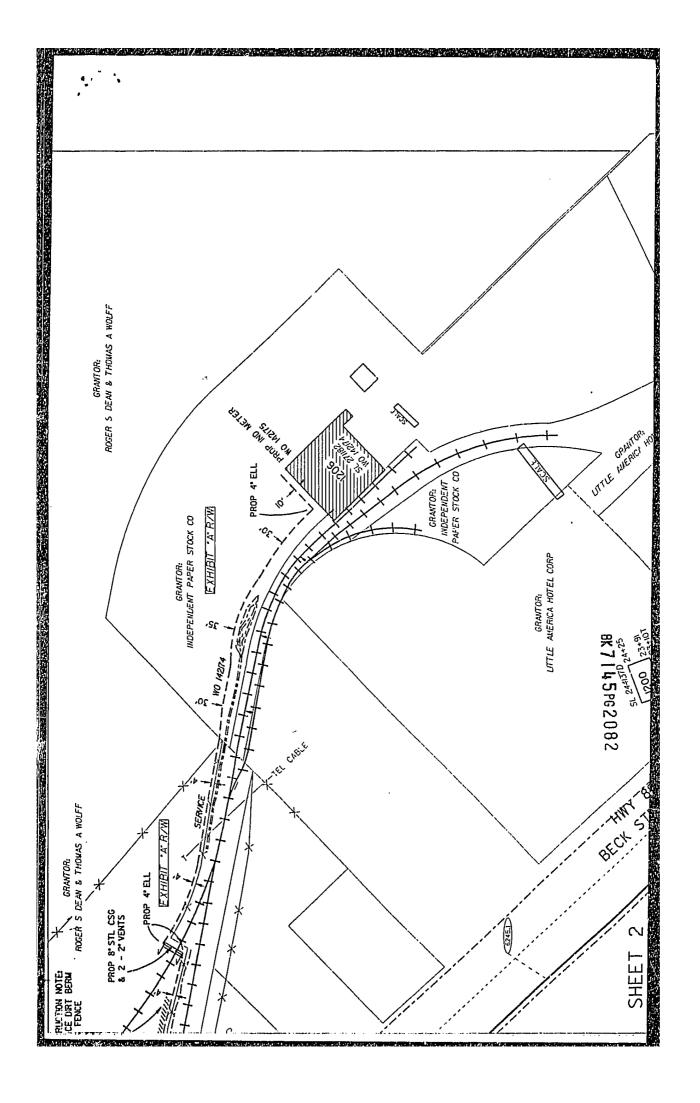
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MISSOURI STATE OF LIPAH ST. LOUIS COUNTY OF SALTILAKE)) ss.)
Denait of said corporation by authori	APRIL , 1995, personally appeared before me and DAVID (. STEVENS who, being duly strike Servensey and Ucce President, of the foregoing instrument was signed on the ty of a resolution of its Board of Directors (or)* its Bylaws, and DAVID (. STEVENS acknowledged to ted the same.
	Jaquelin C. Prockelmeyer Norary Public
My Commission Expires:	Residing at <u>9609 CHANCELLORSUILLAE</u> ST. LOUIS, MO 43126
9/1/97	IACQUELINE C BROCKELMEYER NOTARY FUBLIC STATE OF MISSOURI ST. LOUIS COUNTY MY COMMISSION EXP. SEPT 1,1997
*Strike clause not applicable	770041

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05/05/95 08:20 AN 20-00
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
MOUNTAIN FUEL
REC BY: W MACKAY DEPUTY - WI BK7145PG2083