WHEN RECORDED MAIL TO: Mountain Fuel Supply Company P.O. Box 45360, Right-of-way Salt Lake City, UT 84145-0360

RIGHT-OF-WAY AND EASEMENT GRANT

UT 18494

6367447
05/28/96 1:31 PH 12..00
HANCY WORKHAN
RECORDER, SALT LAKE COUNTY, UTAH
HOUNTAIN FUEL
REC BY:V ASHBY , DEPUTY - WI

THE BOYER COMPANY, L.C. A Utah I imited Liability Company

"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) in hand paid and other good and valuable consideration, receipt of which is hereby acknowledged, a right-of-way and easement 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") said right-of-way being situated in the County of Salt Lake, State of Utah, and more particularly described as follows, to-wit:

Land of the Grantor located in Section 12, Township 3 South, Range 1 West, SLB&M.

Beginning North 38°39'10" West 1645.835 feet from the Southeast Corner of Section 12, Township 3 South, Range 1 West, Salt Lake Base and Meridian; thence North 89°57'05" East 20.00 feet; thence South 0°00'36" West 451.81 feet; thence North 89°58'27" West 20.00 feet; thence North 0°00'36" Bast 451.78 feet to the point of beginning.

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(s) 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(s) 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(s) and the successors and assigns of 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 Grantee are without authority to make any representations, covenants or agreements not herein expressed.

1996.

STATE OF UTAH) 88. COUNTY OF SALT LAKE

On the day of April , 1996, personally appeared before me who, being duly sworn, did say that he/she is a Manager of He Barrel Company L. C. , and that the foregoing instrument was signed on behalf of said company by authority of it's Articles of Organization or it's Operating Agreement.

127 South 500 East # 310 Balt Lake City, UT 64102 Commission Expires April 28, 1997 STATE OF UTAH