

WHEN RECORDED, MAIL TO:

RETURNED

DEC - 7 1990

RIGHT OF WAY AND EASEMENT GRANT

52-33-411-1W

Duane D. Johnson and Annette A. Johnson, his wife as joint tenants, (Grantor") of Layton, Davis County, State of Utah, does hereby grant, quit claim and convey to Mountain Fuel Supply Company, a Utah Corporation, ("Grantee"), its successors and assigns, for the sum of Ten Dollars (\$10.00) and other good and valuable considerations, receipt of which is hereby acknowledged a non-exclusive right of way and easement sixteen (16) feet in width to lay, maintain, operate, repair, inspect, protect, remove and replace pipe lines, valves, valve boxes and other gas transmission and distribution facilities (hereinafter collectively call "facilities") through and across the following described land and premises situated in the County of Davis, State of Utah, to wit:

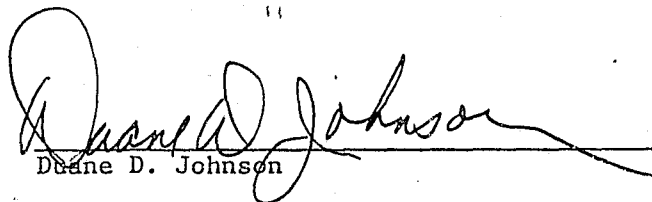
A PART OF THE SOUTH HALF OF SECTION 33, T4N, R1W, SLB&M, U.S. SURVEY BEGINNING AT A POINT ON THE EAST LINE OF FLINT STREET WHICH IS NORTH 899.97 FT., EAST 2240.97 FT., AND SOUTH 22*55'25" EAST 450.00 FT. ALONG THE EAST LINE OF A 66 FT. KAYSVILLE CITY ROAD FROM THE SOUTHWEST CORNER OF SAID SECTION 33 AND RUNNING THENCE NORTH 39*19' EAST 162.00 FT., THENCE NORTHERLY ALONG THE ARC OF A 613.66 FT. RADIUS CURVE TO THE LEFT 95.52 FT. (LC BEARS NORTH 34*51'27" EAST 95.42 FT.), THENCE NORTHERLY ALONG THE ARC OF A 668.66 FT. RADIUS CURVE TO THE RIGHT 48.09 FT. (LC BEARS NORTH 32*27'31" EAST 48.08 FT.), THENCE SOUTH 50*41' EAST 16.06 FT., THENCE SOUTHERLY ALONG THE ARC OF A 652.66 FT. RADIUS CURVE TO THE LEFT 45.59 FT. (LC BEARS SOUTH 32*23'59" WEST 45.58 FT.), THENCE SOUTHERLY ALONG THE ARC OF A 629.66 FT. RADIUS CURVE TO THE RIGHT 98.01 FT. (LC BEARS SOUTH 34*51'27" WEST 97.91 FT.), THENCE SOUTH 39*19' WEST 170.42 FT. TO THE EAST LINE OF FLINT STREET, THENCE NORTH 22*55'25" WEST 18.08 FT. TO THE POINT OF BEGINNING.

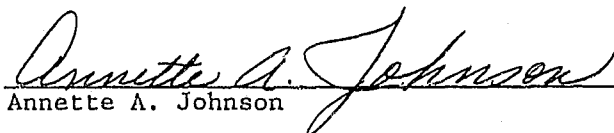
11-098-0057

TO HAVE AND TO HOLD the same unto the said Mountain Fuel Company, its successors and assigns, so long as such facilities shall be maintained, with the right of ingress and egress to and form 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, provided, however, that Grantee shall be responsible to repair or replace any damage to such property caused by such use. The said Grantor and its successors and assigns 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 unreasonably interfere with the facilities or any other rights granted to the Grantee hereunder.

The Grantor(s) shall not build or construct nor permit to be built or constructed any building over or across said right of way without written consent of Grantee. This right of way grant shall be binding upon and inure to the benefit of the successors and assigns or Grantor(s) and the successors and assigns of the Grantee, and may be assigned in whole or in part by Grantee.

WITNESS the execution hereof this 7 day of December, 1990.

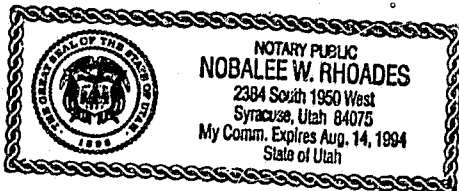

Duane D. Johnson


Annette A. Johnson

[Notary on following page]

STATE OF UTAH)
 : ss
COUNTY OF DAVIS)

On the 7 day of December, 1990, personally appeared before me Duane D Johnson and Annette A. Johnson, his wife as joint tenants the signer of the foregoing instrument, who duly acknowledged to me that they executed the same.



Nobalee W. Rhoades

NOTARY PUBLIC

Residing at: Syracuse, Utah

My Commission Expires:

8-14-90