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12-14-65

BOOK 824 PAGE 280

**RIGHT OF WAY AND EASEMENT GRANT**

THIOLKOL CHEMICAL CORPORATION, a corporation of the State of Delaware, 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 HUNDRED FIFTY AND NO/100 DOLLARS (\$150.00), and other good and valuable considerations, receipt of which is hereby acknowledged, a right of way and easement thirty (30) 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"), together with an access road, through and across the following described land and premises situated in Weber County, State of Utah, to-wit:

Beginning at a point located South 200.3 feet more or less and West 194.3 feet more or less from the North Quarter corner of Section 6, Township 5 North, Range 1 West, Salt Lake Base and Meridian; thence South 44°19' East 232.7 feet along Interstate 15 Highway nonaccess line; thence South 20°13' East 92.9 feet more or less along Interstate 15 Highway nonaccess line to a point which intersects Quarter Section line of said Section 6, thence South 0°09' West 87.4 feet along Section line; thence North 20°13' West 168.6 feet, thence North 44°19' West 213.1 feet thence North 21°51' East 32.8 feet along the East line of a county road known as Airport Road 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 Grantor 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 Grantee hereby agrees to pay damages which may arise to the lawn, shrubbery, and land of the Grantors including buildings or other improvements thereon caused by the construction, maintenance, repair, replacement and removal of the facilities. Except for valves, controls and necessary vents said facilities shall be buried by Grantee beneath the surface of the land. It is mutually agreed that should any dispute arise as to such damages, the same, if not mutually agreed upon, shall at the written request of either party be arbitrated and determined by disinterested arbitrators, one to be appointed by Grantor and one by Grantee within 20 days after such request, and if the two so chosen be unable to agree within 90 days after appointment, then they shall, within 30 days after written request by either the Grantor or the Grantee, select a third arbitrator, and failing so to do, such third arbitrator shall be appointed on application of either Grantor or Grantee by a Federal District Judge of the District wherein the land lies and the decision of any two of the arbitrators thus appointed shall be final and conclusive.

The 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 grant shall be binding upon and inure to the benefit of the successors and assigns of Grantor 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.

IN WITNESS WHEREOF, the Grantor has caused its corporate name and seal to be hereunto affixed this 23rd day of November, 1965.

THIOKOL CHEMICAL CORPORATION



[Signature]  
Assistant Secretary

By [Signature]  
Treasurer

STATE OF Penn. )  
County of Bucks ) ss.

On the 23 day of Nov., 1965, personally appeared before me Albert Roeper and J. T. Lyons, who being duly sworn, did say that they are the Treasurer and Assistant Secretary, respectively, of Thiokol Chemical Corporation, and that the foregoing instrument was signed on behalf of said corporation by authority of its By-Laws, and said Treasurer and Assistant Secretary acknowledged to me that said corporation executed the same.



My Commission expires:

JAMES W. MARTZ, NOTARY PUBLIC  
BRISTOL TOWNSHIP, BUCKS COUNTY  
MY COMMISSION EXPIRES JANUARY 15, 1967

[Signature]  
Notary Public  
Residing at \_\_\_\_\_

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[Signature]  
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ROTHA L. OLSEN  
WEBER COUNTY RECORDER  
DEPUTY [Signature]

Wm. J. S. Supply Co.  
2440 Wash Blvd.  
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