

Glen E. Fuller and Connie J. Fuller, his wife, of Salt Lake City, State of Utah, Douglas B. Stephens and Elaine R. Stephens, his wife, of Ogden City, State of Utah, Jack R. Decker and Lejeune Decker, his wife, of Chandler City, State of Arizona, Grantors, do 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 Two Hundred Eighty + 00/100 DOLLARS (\$ 280.00) 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 pipe lines, 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 the County of Box Elder, State of Utah, to-wit:

The land of the Grantors, located in the South half of Section 26, and in the Southeast quarter of Section 27, Township 10 North, Range 2 West, Salt Lake Base and Meridian;

the center line 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 on the West property line of U.S. Highway #69, said point being located 1,483.91 feet North and 1,083.82 feet West from the Southeast corner of said Section 26, thence South $58^{\circ} 45' 30''$ West 195.11 feet, thence South $77^{\circ} 49'$ West, parallel to and 20 feet South of the Grantors North line, 1,242.96 feet, more or less, to the East line of Utah State Road Commission property.

Also, beginning at a point on the West line of Utah State Road Commission property, said point being 1,123.48 feet North and 2552.08 feet West from the Southeast corner of said Section 26, thence South $77^{\circ} 49'$ West 2,934.17 feet, more or less, to the East line of the Oregon Short Line Railroad.

Also, beginning at a point on the West line of the Oregon Short Line Railroad, said point being 4,731.50 feet South and 282.90 feet West from the Northeast corner of said Section 27, thence South $77^{\circ} 49'$ West 180 feet, more or less, to the Westerly line of Grantors' property.

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 Grantors 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 crops or fences caused by the construction, maintenance, repair, replacement or removal of the facilities. 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 Grantors 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 Grantors or the Grantee, select a third arbitrator, and failing so to do, such third arbitrator shall be appointed on application of either Grantors 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 Grantors 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 Grantors 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.

WITNESS the execution hereof this 26th day of November 1962.

Glen E. Fuller
Glen E. Fuller

Connie J. Fuller
Connie J. Fuller

Douglas B. Stephens
Douglas B. Stephens

Elaine R. Stephens
Elaine R. Stephens

Jack R. Decker
Jack R. Decker

Lejeune Decker
Lejeune Decker

STATE OF UTAH)
County of Salt Lake : ss.

On the 27th day of November, 1962, personally appeared before me Glen E. Fuller and Connie J. Fuller, his wife, the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

My commission expires:

June 13, 1966

Mary Mc Henry
Notary Public

Salt Lake City, Utah
Residing at

STATE OF UTAH)
County of Neber : ss.

On the 4th day of December, 1962, personally appeared before me Douglas B. Stephens and Elaine R. Stephens, his wife, the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

My commission expires:

June 13, 1966

Mary Mc Henry
Notary Public

Residing at Salt Lake City, U.

STATE OF ARIZONA)
County of Maricopa : ss.

On the 26th day of November, 1962, personally appeared before me Jack R. Decker and Lejeune Decker, his wife, the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

My commission expires:

My Commission Expires Feb. 10, 1963

Orville N. Ever
Notary Public
857 N. Ever
Residing at Chandler, Arizona

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