

RIGHT OF WAY AND EASEMENT GRANT

Eleanor N. Blodgett, a widow, Grantor, of Weber County, State of Utah, 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 ~~100~~ TEN DOLLARS (\$ 10.00) and other good and valuable considerations, receipt of which is hereby acknowledged, a right of way and easement twenty (20) feet in width to lay, maintain, operate, repair, inspect, protect, remove and replace a cathodic protection installation including ground bed, poles, overhead cable and underground cable, or any of them (hereinafter collectively called "facilities") through and across the following described land and premises situated in the County of Weber, State of Utah, to-wit:

The land of the Grantor located in the Southeast quarter of Section 5, Township 6 North, Range 1 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 696.70 feet West and 1090.68 feet North from the Southeast corner of said Section 5, said point being on the West line of 400 East (Washington Avenue), thence West 785 feet, more or less, to the West fence line of Grantor's 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 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 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 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.

WITNESS the execution hereof this 19TH day of NOVEMBER, 1970.

Eleanor N. Blodgett
Eleanor N. Blodgett

STATE OF UTAH)
 : ss.
County of Weber)

On the 19 day of NOVEMBER, 1970, personally appeared before me Eleanor N. Blodgett, a widow, the signer of the foregoing instrument, who duly acknowledged to me that she executed the same.

My commission expires:

Clare E. Smith Jr.
Notary Public

APRIL 7, 1974

Residing at KEARNY UTAH

811-910-11

543956 *A 2-30*

BOOK 956 PAGE 267

FILED AND RECORDED FOR
Mtn Fuel Supply Co.
1970 DEC 14 PM 2 41

RUTH EAMES OLSEN
WEBER COUNTY RECORDER
DEPUTY *Ruth E. Olsen*

Plotted Indexed
Recorded Abstracted
Compared Filed

Mtn Fuel Supply Co.
1800 P. 1st South
S L C
Mtn. John Wessman