RIGHT OF WAY AND EASEMENT GRANT

THEODORE ROBINSON and BERTHA ANNIE S. ROBINSON, his wife, Grantor's, of Con/wille, State of Utah, 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 ______DOLLARS edged, a right of way and easement fifty ... 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 A tract in the Northeast quarter of Section 16, Township 2 North, Range 5 East of the Salt Lake Meridian, Summit County, Utah,

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: Beg. at sta. 1705+01.52, whence the NW corner of Sec. 16, T.2N. R.5E, bears N.59°21'46"W. 3,091.13 ft; thence N.79°11'07"E. 50.0 ft. to sta. 1705+51.52; thence N.32°55'46"E. 292.40 ft. to sta. equation 1708+43.92 back, which is also sta. 1707+77.97 ahead; thence N.66°04'48"E. 50.0 ft. to sta. 1708+27.97, whence the NE cor. of said Sec. 16 bears N.61°10'14"E. 2,731.51 ft; thence continuing from sta. 1728+62.74, whence the NE cor. of said Sec. 16 bears N.37°07'39"E. 801.78 ft; thence N.81°58'11"E. 488.74 ft. to sta. 1733+51.48, whence the NE cor. thereof bears N.571.0 ft;

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's 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. s. or the Grantee, select a third arbitrator, and failing so to do, such third arbitrator shall be appointed on application of either Grantor s 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..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 grant shall be binding upon and inure to the benefit of the successors and assigns of Grantor..s. and the successors and assigns of the Grantee, and may be assigned ir 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 | • |
|-----------------------------------|---|
| Ť | heodore Robinson |
| | ertha annie S. Robinson Bertha Annie S. Robinson |
| BOOKNE PAGE 594 . | Entry No. 123642 M 57 RECOND 6-28-74 at 11:50 Page, 594-9 Mt. Fuel Supply |
| Witness W-5A SL 5-69 (Over) | \$ 3.00 Wande 2/Spany |

| STATE OF UTAH | |
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| County of Aurorita | |
| On the day of | may 1974, personally appeared |
| before me Theodores L | alinhow & Butha anne |
| Jahran | His wife, |
| the signer s, of the foregoing instrument, | who duly acknowledged to me that . Lhe & executed the same. |
| 200110 | Earl St Belle full |
| My Commission expires: | Notary Public |
| Ly 14 1977 | Residing at Missibulle Illia |
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