

# RIGHT OF WAY AND EASEMENT GRANT

EDMOND DEAN REES and IVALOO ANN REES, his wife

Grantor, S, of Summit County, 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 TEN AND NO/100--- DOLLARS (\$10.00) and other good and valuable considerations, receipt of which is hereby acknowledged, 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 and premises situated in the County of Summit, State of Utah, to-wit:

Land of the Grantors located in Section 8, Township 2 North, Range 5 East of the Salt Lake 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 Station 1587+98.76 a point on the west line of Section 8, T.2N., R.5E., of the S.L.M., whence the southwest corner thereof bears South 1,561.00 feet; thence South 73° 21' 26" East for a distance of 2.84 feet to Station Equation 1588+01.60 back or from the northwest, which is also Station 1597+33.09 ahead or to the southeast; thence South 53° 25' 38" East for a distance of 1,231.76 feet to Station 1609+64.85; thence South 15° 44' 30" East for a distance of 893.68 feet to Station 1618+58.53 a point on the south line of said Section 8, whence the southwest corner thereof bears North 88° 26' West for a distance of 1,234.9 feet.

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.S. 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..... 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 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 15<sup>th</sup> day of November, 1976...

*[Signature]*  
Witness

*[Signature]*  
Edmond Dean Rees

*[Signature]*  
Ivaloo Ann Rees

INDEXED: \_\_\_\_\_  
RECORDED: \_\_\_\_\_  
RELEASED: \_\_\_\_\_  
ABSTRACTED: \_\_\_\_\_  
STAMPED: RW-5A SL 5-62

Entry No. 134739 Book M86  
RECORDED 11-16-76 at 10:47 AM Page 834-5  
REQUEST of Mt Fuel R. Crafts  
FEE \$ 3.00 WANDA Y. SPRINGFIELD COUNTY RECORDER  
INDEXED \_\_\_\_\_ *[Signature]*  
ASSISTANT

(Over)

BOOK M86 PAGE 834

X

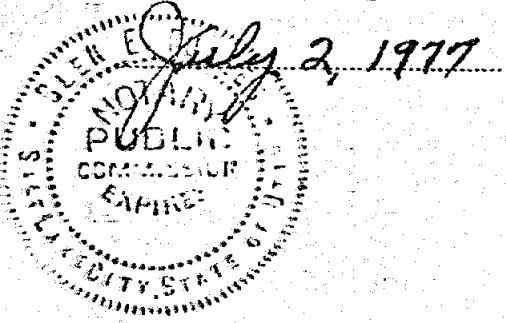
STATE OF UTAH

County of Salt Lake } ss.

On the 15th day of November, 1976, personally appeared before me Edmond Dean Rees and Ivaloo Ann Rees, his wife

the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

My Commission expires:



*John E. Fuller*

Notary Public

Residing at Salt Lake City, Utah

BOOKM86 PAGE 835