

2036818

BOOK 2252 PAGE 521

Recorded OCT 26 1964 at 7:28 a.m.
Request of MOUNTAIN FUEL SUPPLY CO.
Fee Paid HAZEL TAGGART CHASE
Recorder, Salt Lake County, Utah
\$ 5.00 By [Signature] Deputy
Ref. _____

GRANT OF RIGHT OF WAY AND EASEMENT AND AGREEMENT

UNITED STATES SMELTING REFINING AND MINING COMPANY, a corporation of the State of Maine, hereinafter called "United States Company", does hereby grant to MOUNTAIN FUEL SUPPLY COMPANY, a corporation of the State of Utah, hereinafter called "Supply Company", its successors and assigns, for the sum of Ten Dollars (\$10.00), receipt of which is hereby acknowledged, and other good and valuable considerations, including the agreements of Supply Company set forth below, a right of way and easement thirty (30) feet in width (fifteen (15) feet on each side of the center line) to lay, maintain, operate, repair, inspect, protect, remove and replace pipe lines, valves, valve boxes and other related gas transmission and distribution facilities through and across the following described land and premises situated in Salt Lake County, State of Utah, to wit:

The land of United States Company, located in Section 29, Township 3 South, 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 on United States Company's North property line at a point South 89° 37' 16" West 2442.22 feet along Section line from the Northeast corner of said Section 29, and running thence South 6° 39' 15" East 3361.82 feet, thence South 10° 05' 15" West 410.39 feet to the North line of Utah Highway #111.

TO HAVE AND TO HOLD the same unto said Supply Company, its successors and assigns, so long as such transmission and distribution facilities shall be maintained, with the right of ingress and egress to and from said right of way and easement, to maintain, operate, repair, inspect, protect, remove and replace the same.

Supply Company, in consideration of said grant, agrees with United States Company, its successors and assigns as follows:

1. Supply Company will lay such transmission and distribution facilities at least two feet below the surface, except where the pipe line crosses through ravines and is suspended above ground, and will restore the surface to substantially the same condition as it was in before commencing excavation.

2. Supply Company will pay damages to United States Company which may arise to crops or fences or pipe lines or roads caused by the construction, maintenance, repair, replacement, use or removal of such transmission and distribution 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 United States Company and one by Supply Company 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 United States Company or Supply Company, select a third arbitrator, and failing so to do, such third arbitrator shall be appointed on application of either United States Company or Supply Company 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.

3. Supply Company will indemnify and save United States Company harmless of and from any and all actions, causes of action, suits, demands, claims and costs arising out of, related to or in any manner connected with the construction, maintenance, repair, replacement, use or removal of such transmission and distribution facilities and which are based upon any negligent act of commission or omission of Supply Company, its agents, servants, employees or contractors.

4. In the event such transmission and distribution facilities, or any part thereof, shall interfere with the operation or use of the mine plant or related facilities on said Section 29 by United States Company or by its successor or assign, of said mine plant and related facilities, or a major portion thereof, then, upon reasonable notice to Supply Company of such interference, Supply Company will, at its sole cost and expense, relocate such transmission and distribution facilities so interfering at some other designated convenient location on said Section 29 which will not interfere.

5. The rights and privileges herein granted are subject to any and all grants of rights heretofore made by United States Company or its predecessors in interest which may conflict herewith.

The Parties mutually agree that this Grant of Right of Way and Easement and Agreement shall be binding upon and inure to the benefit of the successors and assigns of United States Company and the successors and assigns of Supply Company.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective corporate officers thereunto duly authorized and their respective corporate seals to be hereunto affixed, duly attested, as of the 18th day of August, 1964.

UNITED STATES SMELTING REFINING AND MINING COMPANY

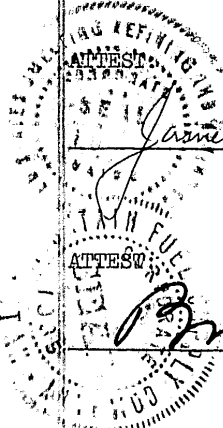
By John B. Metcalfe
John B. Metcalfe, Administrative Vice President

MOUNTAIN FUEL SUPPLY COMPANY

By J. W. Allen
J. W. Allen, Vice President

James R. Sharkey
Secretary

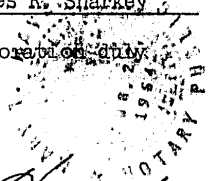
W. C. Mcmaster
Secretary



COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF SUFFOLK) SS.

On the 18th day of August, 1964, personally
appeared before me John B. McCalfe and

James R. Sharkey, who being duly sworn, did say
that they are the Administrative Vice President and Secretary
, respectively, of United States Smelting Refining and
Mining Company, and that the foregoing instrument was signed on behalf of
said corporation by authority of a resolution of its Board of Directors, and
said John B. McCalfe and James R. Sharkey
 acknowledged to me that said corporation duly
executed the same.



My Commission expires:

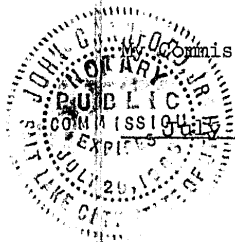
August 22, 1968

Mary T. Haulicity
Notary Public
Residing at Boston, Mass

STATE OF UTAH)
COUNTY OF Salt Lake) SS.

On the 29th day of August, 1964, personally
appeared before me J. W. Allen and

B. Z. Kastler, Jr., who being duly sworn, did say
that they are the Vice President and Secretary
respectively, of Mountain Fuel Supply Company, and that the foregoing
instrument was signed on behalf of said corporation by authority of a
resolution of its Board of Directors, and said J. W. Allen
and B. Z. Kastler, Jr. acknowledged to me that said
corporation duly executed the same.



My Commission expires:

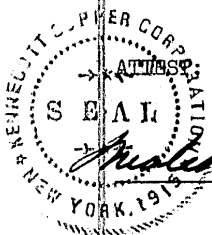
July 29, 1968

John C. Allen
Notary Public
Residing at Salt Lake City, Utah

CONSENT

KENNECOTT COPPER CORPORATION, a corporation of the State of New York, hereby consents to the execution and delivery by UNITED STATES SMELTING REFINING AND MINING COMPANY of the foregoing Grant of Right of Way and Easement and Agreement.

IN WITNESS WHEREOF, Kennecott Copper Corporation has caused this Consent to be executed by its corporate officers thereunto duly authorized and its corporate seal to be hereunto affixed, duly attested, as of the 13th day of OCTOBER, 1964.



KENNECOTT COPPER CORPORATION

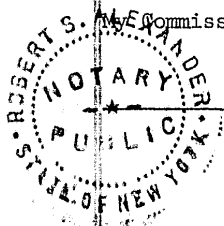
Attest: Malcolm R. Wilkey
Secretary

By [Signature]
Vice President

APPROVED
Parsons, Elliott & Lusk
By [Signature]

STATE OF New York)
COUNTY OF New York) SS.

On the 13th day of October, 1964, personally appeared before me C. D. MICHAELSON and Malcolm R. Wilkey, who being duly sworn, did say that they are the Vice President and SECRETARY, respectively, of Kennecott Copper Corporation, and that the foregoing Consent was signed on behalf of said corporation by authority of a resolution of its Board of Directors, and said C. D. MICHAELSON and Malcolm R. Wilkey acknowledged to me that said corporation duly executed the same.



My Commission expires:

Robert S. Alexander
Notary Public
ROBERT S. ALEXANDER
Notary Public, State of New York
No. 03-5044550
Residing at Qualified in Bronx County
Certificate filed in New York County
Commission Expires March 30, 1966

KENNECOTT COPPER CORPORATION
UTAH COPPER DIVISION
APPROVED
[Signature]
Division Chief Engineer