

By *[Signature]* Dep. Date MAY 27 1966

### RIGHT OF WAY AND EASEMENT GRANT

J. Frank Christensen and Alice N. Christensen, his wife; F. LaMar Christensen and Beulah Christensen, his wife; Reginald B. Grane and Ethelyn Grane, his wife; Leavitt Christensen, his wife; Fern Johnson a woman; Rula W. Christensen, his wife; Leavitt Grantor... of Salt Lake County, State of Utah, do hereby Christensen 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 (\$.....) and other good and valuable considerations, receipt of which is hereby acknowledged, a right of way and easement twenty 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 Salt Lake, State of Utah, to-wit:

The land of the Grantor located in the Southeast quarter of Section 23, Township 2 South, Range 1 East, 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 South line of Grantors' property, said point being 894.663 feet East from the South quarter corner of said Section 23, thence North 45° 43' 15" East 591.50 feet, more or less, to the Northeasterly 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 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 16th day of May, 1966.

*[Signature]*  
Reginald B. Grane

*[Signature]*  
J. Frank Christensen

*[Signature]*  
Ethelyn Grane

*[Signature]*  
Alice N. Christensen

*[Signature]*  
Leavitt Christensen

*[Signature]*  
F. LaMar Christensen

*[Signature]*  
Rula W. Christensen  
STATE OF UTAH

*[Signature]*  
Beulah Christensen

County of Salt Lake } ss. *[Signature]*

On the 16th day of May, 1966, personally appeared before me J. Frank Christensen and Alice N. Christensen, his wife; F. LaMar Christensen and Beulah Christensen, his wife; Reginald B. Grane and Ethelyn Grane, his wife; Fern Johnson a woman the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

My Commission expires:

June 16, 1968

*[Signature]*  
Notary Public

Residing at Salt Lake City

WITH THE UNITED STATES ARMED FORCES) } ss  
JERICHO, APO NEW YORK 09019

STATE OF \_\_\_\_\_

County of \_\_\_\_\_

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On the 24th day of May, 1966 personally  
appeared before me Leavitt Christensen and Rula W. Christensen, his  
wife; The signers of the foregoing instrument, who duly acknowledged  
to me that they executed the same.

A JUDGE ADVOCATE OF THE ARMY  
WITH GENERAL POWERS OF A  
NOTARY PUBLIC UNDER P L 506,  
81ST CONGRESS (ART 136, UCMJ)

*Edwin A. Gajeski*

EDWIN A. GAJESKI, Captain, JAGC  
04059796, JUDGE ADVOCATE

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