

RIGHT-OF-WAY AND EASEMENT GRANT

DON THOMAS MINER and WANDA C. MINER, his wife, Grantors, of Utah 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 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 erect, maintain, operate, repair, remove and replace a Cathodic Protection installation, pole line, buried cable and ground bed (hereinafter collectively called "facilities") through and across the following described land and premises situated in the County of Utah, State of Utah, to-wit:

The land of the Grantors located in the Southwest Quarter of Section 4, Township 8 South, Range 3 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 204.19 feet South and 675.31 feet East of the Northwest Corner of the Southwest Quarter of said Section 4, thence West 445.00 feet, more or less, to Grantors' West property line.

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 Grantors 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 Grantors 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 Grantors or the Grantee, select a third arbitrator, and failing so to do, such third arbitrator shall be appointed on application of either Grantors 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

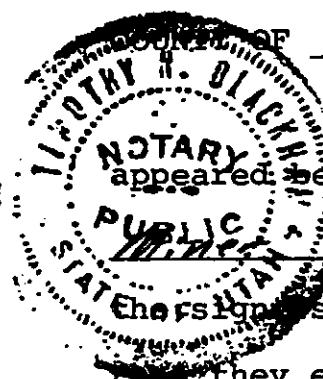
on behalf of the Grantee are without authority to make any representations, covenants or agreements not herein expressed.

WITNESS the execution hereof this 13th day of December, 1978.

Don Thomas Miner
Don Thomas Miner

Wanda C. Miner
Wanda C. Miner

STATE OF UTAH)
) : ss.
) Utah)



On the 13th day of December, 1978, personally appeared before me Don Thomas Miner & Wanda C. Miner his wife

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

Timothy R. Blackburn
Notary Public

My Commission expires:
October 1, 1982

Residing at Salt Lake County

(16)

NINA B. REID
UTAH COUNTY RECORDER
REPUTY
PR ABS INFO

1979 JAN 19 PM 2:35

RECORDED AT THE REQUEST OF
W.F. Jones Supply Co.

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