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# RIGHT OF WAY AND EASEMENT GRANT

RECORDED AT THE REQUEST OF  
DATE SET BY OF RECORDS TIME  
BOOK 89 OF RECORDS PAGE 131  
288133

DESERT LIVESTOCK COMPANY

a Corporation of the State of Utah, Grantor, does 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 One Hundred Fifty Two and no/100-----DOLLARS (\$ 152.00 ) and other good and valuable considerations, receipt of which is hereby acknowledged, a right of way and easement thirty (30) 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 Tooele County, State of Utah, to-wit:

The land of the Grantor located in the Southwest quarter of the Southwest quarter of Section 25, Township 1 South, Range 4 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 at a point 201.45 feet North and 88.59 feet East from the Southwest corner of said Section 25, thence North 52° 22' East 815.46 feet, thence North 77° 27' East 14.57 feet to the West right of way fence of Union Pacific Railroad.

Also, beginning at a point on the East right of way fence of Union Pacific Railroad, said point being North 734.93 feet and East 894 feet from the Southwest corner of said Section 25, thence north 77° 27' East 36.49 feet, thence North 56° 20' East 417.67 feet, thence North 17° 08' 30" West 332.93 feet, more or less, to the North line of Grantor's property.

Also a twenty (20) foot right of way, the center line as follows, to-wit:

beginning at a point 10 feet South and 178.50 feet East from the Northwest corner of the Southwest quarter of the Southwest quarter of said Section 25, thence East 204.75 feet to the West fence line of a County Road.

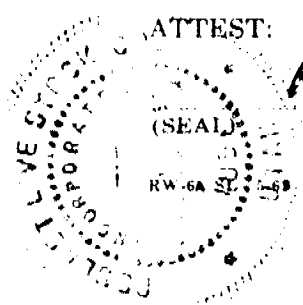
TO HAVE AND TO HOLD the same unto the said Mountain Fuel Supply Company, its successors and assigns, so long as such facilities shall be maintained, with the right of ingress and egress to and from said right of way to maintain, operate, repair, inspect, protect, remove and replace the same. During temporary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

IN WITNESS WHEREOF the Grantor has caused its corporate name and seal to be hereunto affixed this 29th day of August, 1969.



ATTEST:

*David A. Robinson*  
Secretary

DESERT LIVESTOCK COMPANY

By *[Signature]* President

(over) Return to:

MOUNTAIN FUEL SUPPLY COMPANY, Attn: Mr. C. R. Holland  
P. O. Box 11363, Salt Lake City, Utah 84111