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RIGHT OF WAY AND EASEMENT GRANT

Thomas Tony Castagno, a single man
TERRACOR, a Corporation of the State of Utah,

Owner
Purchaser

Grantors, of Tooele 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 Three Hundred Dollars (\$300.00) and other good and valuable considerations, receipt of which is hereby acknowledged, a right of way and easement thirty 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 Tooele, State of Utah, to-wit:

The land of the Grantors located in the Northwest quarter of Section 36, and the Southeast quarter of Section 26, Township 2 South, Range 5 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 3346.24 feet North and 2666.81 feet West from the Southeast corner of said Section 36, thence North 57° 48' West 3151.30 feet, more or less, to the West line of Grantors' property.
Also, beginning at a point 312.3 feet West from the Southeast corner of said Section 26, thence North 57° 49' West 1841 feet, More or less, to U. S. Hwy. #40.

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 11th day of November, 1970

ATTEST: Kurt B. Long
Secretary

TERRACOR

No. 292260 By [Signature]

(SEAL) RECEIVED AT THE REQUEST OF
Mountain Fuel Supply Co.
DEC 1 1970 TIME 3:30 P.M.
BOOK 99 WITNESS RECORDS PAGE 367 FEE 3.00
[Signature]
Tooele County Recorder
IDA JOHNSON LONG

Thomas Tony Castagno

STATE OF UTAH

County of Tooele ss.

On the 11th day of November, 1970, personally appeared before me [Signature]

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

My Commission expires:

[Signature]
Notary Public

Residing at SALT LAKE CITY, UTAH

STATE OF UTAH)

County of SALT LAKE) ss.

On the 11th day of NOVEMBER, 1970, personally appeared before me H. Ross Boyd and KENT B. LINCOLN who being duly sworn, did say that they are the SECRETARY and VICE PRES., respectively, of Ferracor, and that the foregoing instrument was signed on behalf of said corporation by authority of a resolution of its Board of Directors, and said H. Ross Boyd and KENT B. LINCOLN acknowledged to me that said corporation duly executed the same.

My commission expires:

24 NOV 73

Paul A. Hart
Notary Public

Residing at SALT LAKE CITY, UTAH

STATE OF UTAH)

County of Tooele) : ss.

On the 2nd day of December, 1970, personally appeared before me Thomas Tony Castagno a Single man, the signer of the foregoing instrument who duly acknowledged to me that he executed the same.

My commission expires:

July 24, 1973

Earl S. Dunningfield
Notary Public

Residing at Midvale, UT

RECORDED & INDEXED
PLATED _____
RECORDED _____
INDEXED _____
RECORDED _____
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