

IN WITNESS WHEREOF, this instrument is duly executed this 5th day of February, 1963.

WITNESSES:

J. R. Williams  
J. R. Williams

(SEAL)

Social Security No. 568-05-8672  
(SEAL)

Approval of this assignment does not constitute approval of any of the provisions of the supplemental agreements attached thereto or incorporated therein which may be contrary to the lease terms.

Assignment Approved Effective  
MAY 1, 1963  
THE UNITED STATES OF AMERICA

By  
Grant M. Frisby  
Chief Minerals Section  
Bureau of Land Management

STATE OF UTAH ) :SS. INDIVIDUAL ACKNOWLEDGMENT  
COUNTY OF SALT LAKE )

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that J. R. Williams, to me personally known, and known to me to be the same person described in and who executed the foregoing instrument, appeared before me this day in person and acknowledged to me that he executed and delivered the same as his free and voluntary act and deed, for the uses, purposes and consideration therein expressed, including the relinquishment of dower and homestead.

Given under my hand and official seal this 11th day of February, 1963.

(NOTARIAL SEAL)

My Commission Expires: May 1, 1963

Ruth Patrea Fisher, Notary Public  
in and for said County and State,  
Residing at Salt Lake City, Utah

STATE OF ) :SS. CORPORATE ACKNOWLEDGMENT  
COUNTY OF )

I, , a Notary Public in and for said County and State, do hereby certify that , to me personally known and known to me to be the same person who executed the foregoing instrument as President of , a corporation, appeared before me this day in person and, being first duly sworn, acknowledged that he is the President of said corporation, that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed, sealed, and delivered in behalf of said corporation by authority of its Board of Directors, and further acknowledged said instrument and his execution thereof to be the free and voluntary act and deed of said corporation, and his own free and voluntary act and deed for the uses, purposes and considerations therein expressed.

Given under my hand and official seal this day of , 19 .

My Commission Expires:

Notary Public in and for said County and State, residing at .

\* \* \* \* \*

Recorded at the request of Shell Oil Company August 16 A.D. 1963 at 9:22 A.M.

Wanda Y. Spriggs, County Recorder

Entry No. 98326

Entry No. 84793 Recorded at request of Mtn. Fuel Supply Co. 7.00 pd.  
Date JUL 23 1963 at 1 P.M. Wayne C. Whiting Wasatch County Recorder  
by Deputy. Book 46 Page 287-90.

#### RIGHT OF WAY AND EASEMENT GRANT

TRACY LAND AND LIVESTOCK COMPANY, a Corporation of the State of Utah, Grantor, does hereby convey and warranty to MOUNTAIN FUEL SUPPLY COMPANY, a Corporation of the State of Utah, Grantee, its successors and assigns, for the sum of One Thousand five hundred and Sixty-nine DOLLARS (\$1569 no/100) 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 a pipe line, 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 Summit and Wasatch Counties, State of Utah, to-wit:

The land of the Grantor, located in the Northwest quarter of Section 15, and in Section 16, 21, 29, and 32, Township 1 South, Range 5 East, and in the North half of Section 5, Township 2 South, Range 5 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 2,640 feet North and 622.14 feet East from the Southwest corner of said Section 5, thence North 11°19' East 166.93 feet, thence North 7°22'30" West 887.15 feet, thence North 26°44' West 489.82 feet, thence on a curve to the right with a radius of 596.45 feet a distance of 202.39 feet, thence North 7°17'30" West 175 feet, thence on a curve to the right with a radius of 596.45 feet a distance of 202.39 feet, thence North 12°09' East 670.46 feet, thence North 22°38' East 2,109.28 feet, thence North 33° East 1,242.29 feet, thence North

27°17'30" East 4,191.66 feet, thence North 27°30' East 1,747.62 feet, thence North 37°43'30" East 1,295.28 feet, more or less, to the East line of Grantor's property, said point being 1,473.87 feet South from the Northwest corner of Section 28, Township 1 South, Range 5 East, Salt Lake Base and Meridian.

Also, beginning at a point 1,127.71 feet East from the Southwest corner of said Section 21, thence North 17°14'30" East 2,905.55 feet, thence North 7°53' East 346 feet, more or less, to Utah Highway #196.

Also, beginning at a point 394 feet West from the North quarter corner of said Section 21, thence South 14°27'30" West 1,134.80 feet, thence South 7°53' West 910 feet, more or less, to Utah Highway #196.

Also, beginning at a point 394 feet West from the South quarter corner of said Section 16, thence North 14°27'30" East 731.65 feet, thence North 24°11' East 2,154.97 feet, thence on a curve to the right with a radius of 768.80 feet a distance of 395.98 feet, thence North 53°42' East 2,353.58 feet, thence North 53°33'30" East 1,514.62 feet, more or less, to the North line of Grantor's 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.

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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\* 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 express in writing.

IN WITNESS WHEREOF the Grantor has caused its corporate name and seal to be hereunto affixed this 19 day of June, 1963.

ATTEST: (SEAL) NONE  
Secretary

TRACY LAND AND LIVESTOCK COMPANY  
By T. Tracy Wright, President

STATE OF UTAH ) \*of the Grantee, and may be assigned  
:ss.  
County of Salt Lake )

On the 19 day of June, 1963, personally appeared before me T. Tracy Wright, who being duly sworn, did say that ~~he is~~ he is the President of Tracy Land and Livestock Company, and that the foregoing instrument was signed on behalf of said corporation by authority of its By-Laws, and said T. Tracy Wright acknowledged to me that said corporation duly executed the same.

(NOTARIAL SEAL)

Wayne S. Hansen, Notary Public.

My commission expires: 26 June 1965

Residing at Salt Lake City, Ut.

\*Strike clause not applicable.

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Recorded at the request of Mountain Fuel Supply Company August 19 A.D. 1963 at 1:05 P.M.

Wanda Y. Spriggs, County Recorder