

RIGHT OF WAY AND EASEMENT GRANT

Erb M. Johnson and Florence Johnson, his wife, 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 Ten and 00/100 DOLLARS (\$ 10.00) 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 15, Township 3 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 North 0° 29' East 15 feet from the center of Section 15, Township 3 South, Range 4 West, Salt Lake Base and Meridian, thence North 51° 23' 16" West 3,323.52 feet, thence North 51° 22' 30" West 63.23 feet, more or less, to the East Railroad right of way 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.

Grantee hereby acknowledges that this is a corrective right of way and easement to that certain right of way and easement grant dated September 10, 1970, and recorded October 28, 1970, in the office of the County Recorder of Tooele County, in Book 98 at Page 589, and that by acceptance hereof, Grantee hereby relinquishes all right, title and interest to the property acquired in this prior easement which is not covered hereby.

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 7th day of January, 1971.

292544

No. _____

RECORDED AT THE REQUEST OF Mountain Fuel Supply Co.

DATE JAN 20 1971 TIME 10:00 A.M.

BOOK 100 OF RECORDS PAGE 249 FEE 5.00

Ida Johnson 250

Tooele County Recorder
IDA JOHNSON LONG

Erb M. Johnson
Erb M. Johnson

Florence Johnson
Florence Johnson

STATE OF UTAH)
 : ss.
County of Tooele)

On the 7th day of January, 1971, personally appeared before me Erb M. Johnson and Florence Johnson, his wife, the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

My commission expires:

July 14, 1973


Notary Public

Residing at Midvale, UT