

I, Reed W. Pace, Clerk of the District Court, in and for Summit County, State of Utah, do hereby certify that the foregoing is a full, true and correct copy of the original instrument of distribution in the matter of the estate of the late ... as the same appears of record and upon file in my office.

IN WITNESS WHEREOF I have here unto set my hand and affix the seal of said Court this 15th day of July 1963.

(SEAL)

Reed W. Pace, Clerk  
Wanda Y. Spriggs, Deputy Clerk

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Recorded at the request of Ansel R. Dorley July 15 A.D. 1963 at 11:30 A.M.

Wanda Y. Spriggs, County Recorder

Entry No. 97164

RIGHT OF WAY AND EASEMENT GRANT

W. EVERETT GUNN and Irene Gunn, his wife, Grantors, of Salt Lake City, 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 ONE THOUSAND FIVE HUNDRED DOLLARS (\$1,500.00) and other good and valuable considerations, receipt of which is hereby acknowledged, a right of way and easement 50 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 Summit, State of Utah, to-wit:

The land of the Grantor located in the Northeast quarter Southeast quarter of Section 28, Township 2 North, 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, whence the east quarter corner of Section 28, T.2 N., R.5 E. of the Salt Lake Base and Meridian bears N. 77°16' E. 984.0 feet; thence S. 86°20' W. 174.0 feet to a point; thence S. 69°37' W. 111.0 feet to a point, thence S. 18°48' E. 50.0 feet to a point; thence N. 69°37' W. 277.0 feet to the point of beginning, containing 0.22 acres, more or less.

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 from the laying, erecting, maintaining, operating, or removing of said pipe lines, valves or other gas distribution facilities, said damages if not mutually agreed upon to be ascertained by three disinterested persons, one to be appointed by Grantors, one by Grantee, and the third by the two so appointed; provided, however, that no damages shall be payable for any work done upon said right of way by Grantee to and including the 31st day of December, 1963, such damages being included in the consideration of this Grant.

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 10 day of July, 1963.

Witness

W. Everett Gunn  
W. Everett Gunn

Irene Gunn  
Irene Gunn

STATE OF UTAH )  
                  :SS  
COUNTY OF SUMMIT )

On the 10 day of July, 1963, personally appeared before me W. Everett Gunn and Irene Gunn, the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

(NOTARIAL SEAL)  
My Commission expires: May 1, 1966

G. A. Peppinger, Notary Public  
Residing at Salt Lake City, Utah

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Recorded at the request of Mountain Fuel Supply Company July 22 A.D. 1963 at 1:40 P.M.  
Wanda Y. Spriggs, County Recorder