

RIGHT OF WAY AND EASEMENT GRANT

#502-2924

25.00

CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Corporation Sole of the State of Utah, Grantor, does hereby convey and quitclaim to MOUNTAIN FUEL SUPPLY COMPANY, a Corporation of the State of Utah, Grantee, its successors and assigns, for the sum of ONE DOLLAR (\$1.00) and other good and valuable considerations, receipt of which is hereby acknowledged, a right of way and easement to lay, maintain, operate, repair, inspect, protect, remove and replace a cathodic protection installation including ground bed, underground cables and pipe (hereinafter collectively called "facilities") said right of way being situated in the County of Weber, State of Utah, and more particularly described as follows, to-wit:

RETURN TO:
MOUNTAIN FUEL SUPPLY COMPANY
P.O. BOX 11388
SALT LAKE CITY, UT. 84138
ATTENTION: LINDA JOHNSON

Beginning at a point located South 1002.592 feet and West 976.573 feet from the Northeast Corner of the Northwest Quarter of Section 8, Township 5 North, Range 1 West, Salt Lake Base and Meridian; said point being the Grantor's Southeast property corner and the North property line of Washington Terrace Road, and running thence North 40° East 550.00 feet more or less to Grantor's Northeast property corner, thence North 52° 15' West 10.007 feet, thence South 40° West 550.005 feet more or less to Washington Terrace Road, thence South 52° 17' East 10.007 feet to the point of beginning.

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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 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 25 day of May 1982.

CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah Corporation Sole

By Juan A. Balm Authorized Agent

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