RIGHT OF WAY AND EASEMENT GRANT

CHOURNOS LAND AND LIVESTOCK, A Limited Partnership Grantor of Rich County, State of Utah, does 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 NO/100 DOLLARS (\$10.00) and other good and valuable considerations, receipt of which is hereby acknowledged, a right of way and easement fifty (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 Counties of Rich and Cache, State of Utah to-wit:

Land of the Grantor located in Sections 31 and 32, Township 9 North, Range 5 East and Sections 35 and 36, Township 9 North, Range 4 East, and Sections 1 and 2, Township 8 North, Range 3 East of the 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 Station 632+32.71, being a point on or near the easterly line of said Section 32, whence the southeast section corner thereof, being a brass cap, bears S.0°04'43"E., 1,333.26 feet;

Thence S.86°47'56"W., 2,686.58 feet to Station 659+19.29;
Thence N.87°31'02"W., 2,592.26 feet to Station 685+11.55, being a point on or near the westerly line of Section 32, whence the west quarter section corner thereof, being a brass cap, bears N.0°00'29"E., 1,414.50 feet;

Thence N.87°31'02"W., 120.19 feet to Station 686+31.74; Thence S.65°03'14"W., 1,204.94 feet to Station 698+36.68; 120.19 feet to Station 686+31.74;

Thence S.60°27'55"W., 1,571.09 feet to Station 714+07.77, whence the south quarter section corner of said Section 31, being a brass cap, bears S.60°27'55"W., 63.87 feet;

Thence S.88°59'01"W., 2,078.34 feet to Station 734+86.11, whence the northwest closing corner of Section 5, Township 8 North, Range 5 East, being a brass cap, bears S.0°01'14"E., 30.52 feet;

799.39 feet to Station 742+85.50, being a Thence S.88°59'01"W., point on or near the westerly line of said Section 31, whence the southwest section corner thereof, being a brass cap, bears S.0°06'33"E., 30.50 feet.

Continuing at Station 742+85.50, being a point on or near the easterly line of said Section 36, whence the southeast section corner

thereof, being a brass cap, bears S.0°06'33"E., 30.50 feet; Thence S.89°39'26"W., 2,674.89 feet to station 769+60.39, whence the south quarter section corner of said Section 36, being a brass cap, bears S.0°24'51"W., 30.50 feet and the northwest closing corner of Section 6, Township 8 North Range 5 East, being a brass cap, bears S.63°05'35"W., 67.52 feet;

Thence S.89°25'01"W., 2,659.31 feet to Station 796+19.70, being a point on or near the westerly line of Section 36, whence the southwest

section corner thereof, bears S.0°28'44"W., 30.50 feet, more or less;
Thence S.89°25'01"W., 2,659.39 feet to Station 822+79.09, whence
the south quarter section corner of said Section 35, being a brass cap, bears S.0°23'08"W., 30.50 feet and the northwest closing corner of Section 1, Township 8 North, Range 4 East, being a brass cap, bears S.6°15'04"E., 31.07 feet; Thence S.89°20'00"W., 2,655.68 feet to Station 849+34.77, being a

point on or near the westerly line of Section 35, whence the southwest section corner thereof bears S.0°17'31"W., 30.50 feet, more or less, and the south quarter section corner of Section 35, being a brass cap, bears N.89°59'29"E., 2,655.30 feet.

Also continuing at Station 1077+78.06, being a point on or near the easterly line of said Section 1, whence the northeast closing corner thereof, being a brass cap, bears N.1°47'39"E., 1,462.69 feet; Thence N.66°25'54"W., 80.48 feet to Station 1078+58.54

80.48 feet to Station 1078+58.54; Thence N.58°08'22"W., 851.21 feet to Station 1087+09.75;

Thence N.65°59'47"W., 129.32 feet to Station 1088+39.07;

Thence N.67°02'24"W., 360.99 feet to Station 1092+00.06; Thence S.84°04'37"W., 1,132.19 feet to Station 1103+32.25;

Thence N.85°18'27"W., 506.28 feet to Station 1108+38.53; Thence N.56°29'40"W., 315.39 feet to Station 1111+53.92; Thence N.52°35'48"W., 1,048.19 feet to Station 1122+02.11;

Thence N.80°03'48"W., 194.51 feet to Station 1123+96.62;

Thence N.89°38'27"W., 5,800.41 feet to Station 1181+97.03, whence the southwest section corner of Section 35, Township 9 North, Range 3 East, being a rebar and mound, bears N.01°03'13"E., 30.50 feet;

Thence N.89°39'28"W., 505.16 feet to Station 1187+02.19, being a point on or near the westerly line of Section 2, whence the northwest closing corner thereof, being a rebar, bears N.0°03'10"E., 30.65 feet.

The total length of gas pipeline required across Chournos Land and Livestock lands, as described above, amounts to 32,626.19 feet or 1,977.34 rods or 6.18 miles, 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 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.

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.

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CHOURNOS LAND AND LIVESTOCK

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Witness

STATE OF UTAH)) ss.
COUNTY OF Box Elder)
On the <u>21st</u> personally appeared befor	day of <u>November</u> , 19 ₈₃ ,
Sam N. Chournos	instrument the dally asknowledged to me
	going instrument, who duly acknowledged to me
that they executed the sa	me.
	OTARY PUBLIC Notary Public
My Commission Expires:	Notally Fabric
Much 75, 1984 G	EORGE A. VILBERGE
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