

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, hereinafter referred to as Grantor, for and in consideration of the sum of TEN DOLLARS and other considerations, to the undersigned in hand paid by UTAH NATURAL GAS COMPANY, a Corporation, hereinafter called Grantee, the receipt of which is hereby acknowledged, does hereby grant, sell and convey unto said Grantee, its successors and assigns, a right-of-way and easement to construct, maintain and operate a pipeline with appurtenances thereto, and road, all of which are hereinafter collectively called the "facilities," over and through the hereinafter described property, approximately along the line designated by survey heretofore made or hereafter to be made by the Grantee, through and over the said property on a right-of-way 60 feet in width.

This grant shall carry with it the right of ingress and egress to and from the said right-of-way, with the right to use existing roads, for the purpose of constructing, inspecting, repairing and maintaining the facilities and the removal or replacement of same at will, either in whole or in part.

TO HAVE AND TO HOLD the above described rights and easements, together with all rights necessary to operate and maintain the facilities over the right-of-way hereby granted unto the said Grantee, its successors and assigns, and the Grantee may assign the rights and easements herein granted, either in whole or in part, subject to the terms of this grant, and such rights and easements shall be covenants running with the title to said premises and be binding upon Grantor, his heirs, legal representatives and successors in title.

Grantee may at any time, and upon permanent abandonment of the right-of-way and removal of all improvements constructed thereon, shall execute and record a reconveyance and release hereof, whereupon this agreement and all rights and privileges herein mutually granted shall be fully cancelled and terminated.

I.E.B.
a.l.l.
B.M.S.
E.B.B.
M.L.D.
B.M.S.

The said Grantor reserves the right to full use and enjoyment of said premises except for the purposes herein granted but such use shall not hinder, conflict or interfere with the exercise of Grantee's rights hereunder, and no building, reservoir or structure shall be constructed within 30 feet of said pipeline without Grantee's written consent.

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The Grantee agrees that, without Grantor's consent, no road will be constructed over any land which is in cultivation, and Grantee agrees to remove the roadway from uncultivated land subsequently placed in cultivation on written request therefor.

Grantee shall bury all pipelines to a sufficient depth so as not to interfere with the cultivation of the soil.

Grantee shall pay all damages which are caused by the exercise of the rights herein granted. It is mutually understood and agreed that in the event any dispute arises relative to the amount of damages suffered, which are caused by the exercise of the rights granted, said damage, if not mutually agreed upon, shall be ascertained and determined by three disinterested persons, one to be appointed by the Grantor, or by the person or persons claiming an interest in the land derived from Grantor, one by the Grantee, and the third person by the two persons before mentioned, and the decision of the arbitrators thus selected shall be final and conclusive.

~~There is hereby granted to the Grantee herein the right to construct, maintain and operate on the above described right-of-way additional pipelines, the same to run parallel with and adjacent to the pipeline above referred to, and in the event Grantee exercises this right to lay an additional pipeline or lines, the Grantee shall pay the Grantor the sum of \$350.00 for each additional pipeline so laid, as well as all said damages caused by the construction thereof, and be entitled to the same rights for the additional line or lines as is herewith granted for the first line to be constructed.~~

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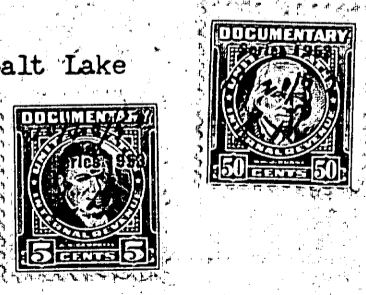
I.E.B.
a.l.l.
E.B.B.
M.L.D.
B.M.S.

~~The Grantor represents and warrants that he is the owner in fee simple of the land hereinafter described, subject only to outstanding mortgages, if any, of record in said county.~~

It is hereby understood that the parties securing this grant in behalf of the Grantee are without authority to make any covenant or agreement not herein expressed.

DESCRIPTION OF PROPERTY SITUATED IN UTAH COUNTY, UTAH:

A portion of Sections 18, 19 and 20, T. 6 S., R. 3 E., Salt Lake Meridian, more particularly described as follows:



Commencing 40 rods East of the NW corner of the SW $\frac{1}{4}$ of Section 20, T. 6 S., R. 3 E., Salt Lake Meridian; thence South 263 feet more or less to Easterly side of Rock Canyon Ditch, thence North 34°32'48" West 319.26 feet along said ditch, thence East 181 feet to beginning. ALSO, W $\frac{1}{2}$ NW $\frac{1}{4}$ of Sec. 20, T. 6 S., R. 3 E., Salt Lake Meridian. ALSO, Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Sec. 19, T. 6 S., R. 3 E., Salt Lake Meridian. ALSO, the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Sec. 18, T. 6 S., R. 3 E., Salt Lake Meridian. ALSO, the Northeast Quarter of the Southeast Quarter of Sec. 18, T. 6 S., R. 3 E., Salt Lake Meridian. ALSO, commencing 49 rods North of South Quarter Corner of Sec. 18, T. 6 S., R. 3 E., Salt Lake Meridian; thence North 39.40 rods; thence North 70° 33' East 21.22 chains; South 1 rod; South 50°25' West 25.97 chains, to the place of beginning. EXCEPTING THEREFROM that parcel conveyed to J. Lorin Jex and Preston R. Gledhill, as follows: Beginning at a point 1015.3 feet North 0° 38' West and 33.00 feet North 89° 22' East of the South Quarter Corner of Sec. 18, T. 6 S., R. 3 E., of the Salt Lake Meridian, said corner being a fence post on the line used as the section line, and 2647.2 feet South 89° 52' West of an iron pipe set at the Southeast corner of Sec. 18, T. 6 S., R. 3 E., thence North 0° 38' West 169.3 feet; thence North 11° 50' East 40.15 feet; thence North 32° 50' East 59.7 feet; thence North 40° 55' East 139.1 feet; thence North 45° 41' East 192.4 feet; thence South 87° 25' East 134.5 feet; thence South 47° 54' East 119.9 feet; thence South 64° 20' West 87.6 feet; thence South 37° 35' West 91.9 feet; thence South 37° 39' East 116.00 feet; thence South 56° 43' West 228.95 feet; thence South 32° 25' West 129.35 feet; thence North 81° 05' West 168.9 feet to the place of beginning. ALSO, commencing 49 rods North and 25.97 chains North 50° 25' East of the South quarter corner of Sec. 18, T. 6 S., R. 3 E., Salt Lake Meridian, thence South 5 rods, West 7 Rods, North 50° 25' East 8 rods, more or less to beginning. ALSO, commencing at the SW corner of the West half of the SE $\frac{1}{4}$ of Sec. 18, T. 6 S., R. 3 E., Salt Lake Meridian, thence N 22.10 chains; N 70° 33' E 21.22 chains to East line of 80 acre tract, thence S 29.17 chains to the south line of 80 acre tract, thence West 20 chains to beginning. EXCEPTING therefrom that portion deeded to Frank R. Jex, being more particularly described as follows: Commencing 194.5 feet North 0° 38' West along a fence line and 24.75 feet north 89° 22' East from the South quarter corner of Sec. 18, T. 6 S., R. 3 E., Salt Lake Meridian; North 0° 39' West 150 feet; thence North 89° 22' East 125 feet; thence North 35° 22' East 124.62 feet; thence North 84° 22' East 385.32 feet; thence South 53° 22' West 483.85 feet; thence South 89° 22' West 190.70 feet to the place of beginning. Together with a right of way for ingress and egress to the above described property. ALSO, EXCEPTING therefrom that portion deeded to James J. Hill, being more particularly described as follows: commencing 24.75 feet North 89° 52' East from the south quarter corner of Sec. 18, T. 6 S., R. 3 E., of the Salt Lake Meridian; which point is 2622.45 feet South 89° 52' West of an iron pipe set at the Southeast corner of Section 18 aforesaid; thence North 00° 38' West 194.716 feet; thence North 89° 22' East 190.70 feet; thence South 38° 56' 30" East 206.62 feet; thence South 72° 59' 30" East 120.77 feet; thence South 89° 52' West 433.91 feet to the place of beginning. Together with a right of way to be used in common with others. ALSO, beginning at a point 1525.78 feet North and 146.06 feet east of the south quarter corner of Sec. 18, T. 6 S., R. 3 E., of the Salt Lake Meridian; said corner being a fence post on the line used as the section line and 2647.2 feet; South 89° 52' West of an iron pipe set at the southeast corner of Sec. 18, T. 6 S., R. 3 E., thence North 50° 58' East 60.0 feet; thence North 84° 23' East 77.5 feet; thence North 48° 52' East 181.12 feet; thence North 60° 49' East 69.84 feet; thence North 77° 39' East 282.5 feet; thence North 61° 43' East 109.12 feet; thence North 54° 31' East 571.05 feet; thence South 233.01 feet; thence South 70° 33' West 1228.32 feet to the point of beginning.

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L.P.S.
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E.D.B.

Grantee has entered into an agreement with a Distribution Company for the purpose of supplying Grantor with natural gas for his domestic use and pumping purposes only. Upon written application to Grantee at Salt Lake City, Utah, the Grantee will make a tap on a gas pipe line constructed on Grantor's said premises and cause gas to be furnished to Grantor by said Distribution Company. The gas shall be furnished and measured at the main line of Grantee at rates and under the rules and regulations established by said Distribution Company. A purchaser of all, but not a part, of the above described land shall succeed to Grantor's right granted in this paragraph.

WITNESS THE EXECUTION HEREOF the 27th day of August, 1953, A.D.,
Lloyd R. Stubbs, a single man; D. Spencer Grow and Arto L. Grow, his wife; J. E. Brockbank and
by Elsie B. Brockbank, his wife; Blaise Sorenson and Mamie Lou Sorenson, his wife; and The
Voice of Western Colorado, Inc.

J. E. Brockbank

[Signature]

Elsie B. Brockbank

Arto L. Grow

Voice of Western Colorado

Lloyd R. Stubbs

By: Erwin L. Sheffield Secy.

Voice of Western Colorado
[Signature]

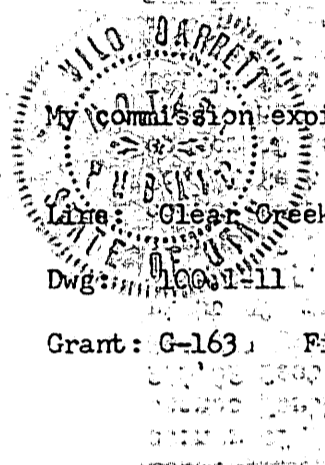
Witness Jack L. Collins

ACKNOWLEDGMENTS

Mamie Lou Sorenson
Blair M Sorenson

STATE OF UTAH)
COUNTY OF Utah) SS.

On the 27th day of August, 1953, personally appeared before me D. Spencer Grow and Artz L. Grow, his wife and Loyd R. Stubbs, a single man they signer(s) of the above instrument, who duly acknowledged to me that ~~he~~ executed the same.



Vilo Barrett
NOTARY PUBLIC
Residing at Provo

STATE OF UTAH)
COUNTY OF UTAH) SS.

On this 27th day of August, 1953, personally appeared before me D. Spencer Grow and Erwin L. Sheffield, who being by me duly sworn did say that they are the President and Secretary of the Voice of Western Colorado, Inc., Grand Junction, Colorado, a corporation, and that said instrument was signed in behalf of said Corporation by authority of its Board of Directors, and said D. Spencer Grow and Erwin L. Sheffield acknowledged to me that said Corporation executed the same.



Vilo Barrett
NOTARY PUBLIC
Residing at Provo, Utah.

STATE OF Utah
COUNTY OF Utah

On the 28th day of August A.D. 1953, personally appeared before me I. E. Brockbank and Elsie B. Brockbank, his wife,

the signers of the within instrument who duly acknowledged to me that they executed the same.



Notary Public Vilo Barrett
Residing at Provo

STATE OF Utah

COUNTY OF Utah

On the 24th day of Sept, A.D. 1953, personally appeared before me Blair M. Sorenson and Mamie Lou Sorenson, his wife,

the signers of the within instrument who duly acknowledged to me that they executed the same.

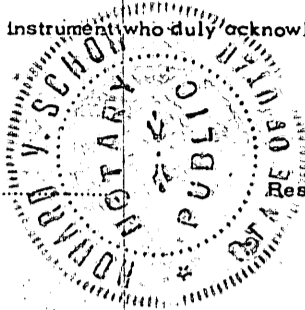
My Commission expires:

7-6-56

Notary Public

Residing at

Howard V. Schow
Provo, Utah



ENTRY NO. **11639**
BOOK PAGE
THE MA WEST UTAH COUNTY RECORDER
OCT 21 9 49 AM '53
INDEXED
PROOF READ
SEC.
R TP

11640

Form 9-50 (2-53)

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, hereinafter referred to as Grantor, for and in consideration of the sum of TEN DOLLARS and other considerations, to the undersigned in hand paid by UTAH NATURAL GAS COMPANY, a Corporation, hereinafter called Grantee, the receipt of which is hereby acknowledged, does hereby grant, sell and convey unto said Grantee, its successors and assigns, a right-of-way and easement to construct, maintain and operate a pipe line with appurtenances thereto, and road, all of which are hereinafter collectively called the "facilities", over and through the hereinafter described property, approximately along the line designated by survey heretofore made or hereafter to be made by the Grantee, through and over the said property on a right-of-way 30 feet in width.

This grant shall carry with it the right of ingress and egress to and from the said right-of-way, with the right to use existing roads, for the purpose of constructing, inspecting, repairing and maintaining the facilities and the removal or replacement of same at will; either in whole or in part.

TO HAVE AND TO HOLD the above described rights and easements, together with all rights necessary to operate and maintain the facilities over the right-of-way hereby granted unto the said Grantee, its successors and assigns, and the Grantee may assign the rights and easements herein granted, either in whole or in part, subject to the terms of this grant, and such rights and easements shall be covenants running with the title to said premises and be binding upon Grantor, his heirs, legal representatives and successors in title.

Grantee may at any time, and upon permanent abandonment of the right-of-way and removal of all improvements constructed thereon, shall execute and record a reconveyance and release hereof, whereupon this agreement and all rights and privileges herein mutually granted shall be fully cancelled and terminated.

The said Grantor reserves the right to full use and enjoyment of said premises except for the purposes herein granted but such use shall not hinder, conflict or interfere with the exercise of Grantee's rights hereunder, and no building, reservoir or structure shall be constructed within 15 feet of said pipe line without Grantee's written consent.

The Grantee agrees that, without Grantor's consent, no road will be constructed over any land which is in cultivation, and Grantee agrees to remove the roadway from uncultivated land subsequently placed in cultivation on written request therefor.

Grantee shall bury all pipe lines to a sufficient depth so as not to interfere with the cultivation of the soil.

Grantee shall pay all damages which are caused by the exercise of the rights herein granted. It is mutually understood and agreed that in the event any dispute arises relative to the amount of damages suffered, which are caused by the exercise of the rights granted, said damage, if not mutually agreed upon, shall be ascertained and determined by three disinterested persons, one to be appointed by the Grantor, or by the person or persons claiming an interest in the land derived from Grantor, one by the Grantee, and the third person by the two persons before mentioned, and the decision of the arbitrators thus selected shall be final and conclusive.

There is hereby granted to the Grantee herein the right to construct, maintain and operate on the above described right-of-way additional pipe lines, the same to run parallel with and adjacent to the pipe line above referred to, and in the event Grantee exercises this right to lay an additional pipe line or lines, the Grantee shall pay the Grantor the sum of \$100.00 for each additional pipe line so laid, as well as all said damages caused by the construction thereof, and be entitled to the same rights for the additional line or lines as is herewith granted for the first line to be constructed. RJR
RNB

The Grantor represents and warrants that he is the owner in fee simple of the land hereinafter described, subject only to outstanding mortgages, if any, now of record in said county.

It is hereby understood that the parties securing this grant in behalf of the Grantee are without authority to make any covenant or agreement not herein expressed.

DESCRIPTION OF PROPERTY SITUATED IN UTAH COUNTY, UTAH

Sec.	Township	Rng. <u>4-24</u>	B. & M. or Survey
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A portion of Section 21, T. 7 S., R. 3 E., Salt Lake Meridian, more particularly described as follows: