

RIGHT OF WAY AND EASEMENT GRANT

C. B. COPLEY and CLARA C. COPLEY, his wife, Grantors, of Coalville, 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 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 pipelines, 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:

Sections 16 and 17, Township 2 North, Range 5 East of the Salt Lake Meridian, Summit County, Utah,

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 1655+50.13 a point on the southerly property line of a tract, whence the northeast corner of Section 17, Township 2 North, Range 5 East of the Salt Lake Meridian bears N.40° 41'43"E. for a distance of 3,576.08 feet;

Thence N.78°03'46"E. for a distance of 481.3 feet to Station 1660+31.43;

Thence N.85°24'49"E. for a distance of 1,129.27 feet to Station 1671+60.7 a point on the westerly right of way line of U. S. Highway I-80, whence the northeast corner of said Section 17 bears N.16°15'19" E. for a distance 2,626.5 feet;

Thence continuing from Station 1674+45.7 a point on the easterly right of way line of said I-80, whence the northwest corner of Section 17 bears N.10°14'E. for a distance of 2,539.1 feet;

Thence N.85°24'49"E. for a distance of 199.0 feet to Station 1676+44.7 a point on the westerly right of way line of the Union Pacific Railroad, whence the northeast corner of said Section 17 bears N.5° 48'46"E. for a distance of 2,495.6 feet;

Thence continuing from Station 1677+46.7 a point on the easterly right of way line of the Union Pacific Railroad, whence the northeast corner of said Section 17 bears N.3°29'37"E. for a distance of 2,479.2 feet;

Thence N.85°24'49"E. for a distance of 171.66 feet to Station 1679+18.36 a point on the east line of said Section 17, whence the northeast corner thereof bears N.0°28'W. for a distance of 2,460.99 feet;

Thence continuing N.85°24'49"E. for a distance of 359.68 feet to Station 1682+78.04;

Thence N.86°31'56"E. for a distance of 88.1 feet to Station 1683+66.14 a point on the easterly property line of said tract, whence the northwest corner of Section 16, T.2N., R.5E. of the S.L.M. bears N.10° 52'53"W. for a distance of 2,471.25 feet.

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

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gress 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.

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 22 day of February, 1974.

_____	<u>C. B. Copley</u>
Witness	C. B. Copley
_____	<u>Clara C. Copley</u>
Witness	Clara C. Copley

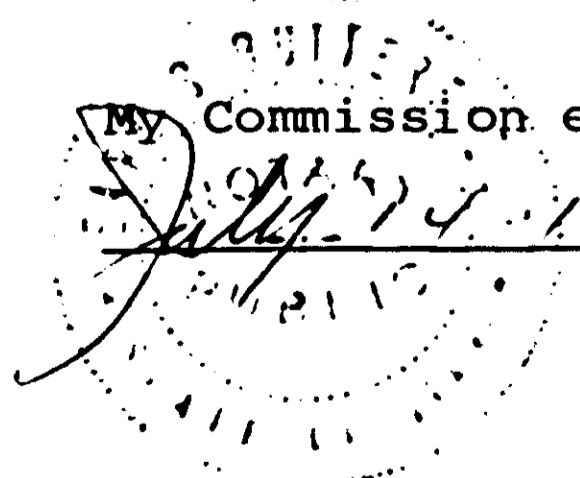
STATE OF UTAH)
County of Summit) ss.

On the 22nd day of February, 1974, personally appeared before me C. B. Copley & Clara C. Copley his wife, the signer of the foregoing instrument, who duly acknowledged to me that they executed the same.

Earl S. Butterfield
Notary Public

My Commission expires:
July 14, 1977

Residing at Midvale, Utah



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