

# RIGHT OF WAY AND EASEMENT GRANT

JOHN S. BOYDEN and ORPHA S. BOYDEN, his wife  
Grantor <sup>S</sup>, of \_\_\_\_\_, 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 Five DOLLARS  
(\$ 5.00) and other good and valuable considerations, receipt of which is hereby acknowl-  
edged, a right of way and easement fifty 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:

A tract in the Northwest Quarter of Section 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 1618+58.53 a point on the north line  
of Section 17, T.2N., R.5E. of the Salt Lake Base and Meridian,  
whence the northwest corner thereof bears N.88°26'W. for a  
distance of 1,234.9 feet;  
Thence S.15°44'30"E. for a distance of 1,112.26 feet to Station  
1629+70.79 a point on the southerly line of said tract, whence  
the northwest corner of said Section 17 bears North 54°17'06"  
West for a distance of 1,891.98 feet.

TO HAVE AND TO HOLD the same unto the said Mountain Fuel Supply Company, its suc-  
cessors 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 con-  
struction, 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 writ-  
ten 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 Fed-  
eral District Judge of the District wherein the land lies and the decision of any two of the arbitra-  
tors 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 writ-  
ten 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.

WITNESS the execution hereof this 17th day of February, 1974.

John S. Boyden  
John S. Boyden  
Orpha S. Boyden  
Orpha S. Boyden

Witness

Witness

Entry No.	123683	M. 57
RECORDED	6-28-74	11:41
		576-7
	Mt. Fuel Supply Co.	
PRICE	3.00	
INDEXED		

*Wanda J. Spriggs*

RW-5A SL 5-65

BOOK M 57 PAGE 576

(Over)

STATE OF UTAH

County of Salt Lake } ss.

On the 11<sup>th</sup> day of February, 1974, personally appeared  
before me John S. Snyder & Elizabeth Snyder  
his wife  
the signer(s) of the foregoing instrument, who duly acknowledged to me that ~~the~~ executed the same.

My Commission expires:

July 24, 1977

Carol Busby  
Notary Public

Residing at Midvale, Utah