

Recorded at request of Mountain Fuel Supply Co. Fee Paid \$3.00
Date JAN 12 1965 at 10:50 AM EMILY T. ELDREDGE Recorder Davis County
By Paul P. Ryker Deputy Book 308 Page 472

277784 RIGHT OF WAY AND EASEMENT GRANT NW 1/4 23-27-1W

GEORGE S. DIUMENTI and HELEN C. DIUMENTI, his wife, Grantors, of Davis County, 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 One and No/100 DOLLARS (\$1.00) and other good and valuable considerations, receipt of which is hereby acknowledged, a right of way and easement twelve (12) feet in width to erect, maintain, operate, repair, remove and replace a Cathodic Protection Installation in the County of Davis, State of Utah, to-wit:

A part of the Northwest quarter, Section 23, Township 2 North, Range 1 West, 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 a point located North 361.13 feet and East 2492.0 feet from the Southwest corner of the Northwest quarter of Section 23, Township 2 North, Range 1 West, Salt Lake Base and Meridian, and running thence West 325.0 feet.

TO HAVE AND TO HOLD the same unto the said MOUNTAIN FUEL SUPPLY COMPANY, its successors and assigns, with the right of ingress and egress to and from 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 said Cathodic Protection Installation. The 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 said Grantee, provided such use does not interfere with the Cathodic Protection Installation 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 Cathodic Protection Installation. 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.

This agreement shall be binding on all of the above parties, their heirs, successors and assigns, and shall run continuously with the above described land.

WITNESS the hands of the said grantors this 29th day of December, 1964.

George S. Diument
George S. Diument

Helen C. Diument
Helen C. Diument

James M. Ryker Jr.
Witness

STATE OF UTAH)
: ss.
County of Davis)

On the 28th day of December, 1964, personally

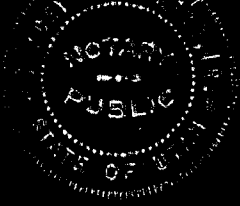
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appeared before me George S. Diumentì and Helen C. Diumentì, his wife, the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

My commission expires:

June 16, 1968



George W. Diumentì
Notary Public

Residing at Salt Lake