

See

1-20-71
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Mountain Fuel Supply Co.
9:15 AM
St. J. Long

292541

RIGHT OF WAY AND EASEMENT GRANT

Aron E. Bryan and June W. Bryan, his wife, Owners
FLINDER'S INDUSTRIAL COMPLEX, a Corporation of the State of Utah, Purchaser
Grantor s, of Tooele 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 Five DOLLARS
(\$ 5.00) and other good and valuable considerations, receipt of which is hereby acknowl-
edged, a right of way and easement thirty 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 Tooele, State of Utah, to-wit:

The land of the Grantors located in the Southeast quarter of Section 5,
Township 3 South, Range 4 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 on the West line of Grantors' property, said point
being 15 feet North of the South quarter corner of said Section 5, thence
East parallel to and 15 feet North of the South line of said Section 5
a distance of 2640 feet, more or less, to the East line of Grantors'
property.

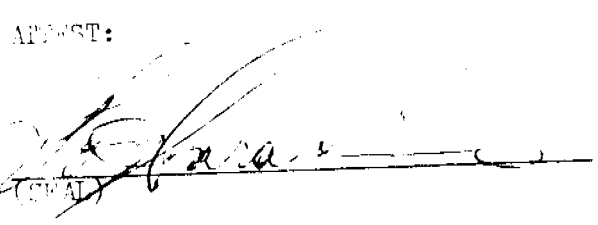
TO HAVE AND TO HOLD the same unto the said Mountain Fuel Supply Company, its suc-
cessors and assigns, so long as such facilities shall be maintained, with the right of ingress and egress to
and from said right of way to maintain, operate, repair, inspect, protect, remove and replace the same.
During 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 s 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.

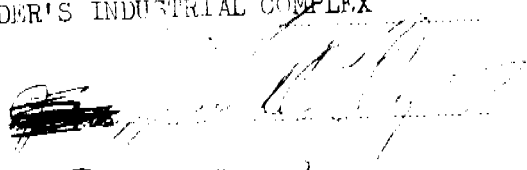
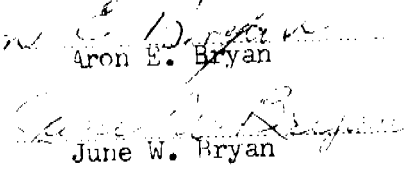
The Grantee hereby agrees to pay damages which may arise to crops or fences caused by the con-
struction, maintenance, repair, replacement or removal of the facilities. It is mutually agreed that
should any dispute arise as to such damages, the same, if not mutually agreed upon, shall at the writ-
ten request of either party be arbitrated and determined by disinterested arbitrators, one to be
appointed by Grantor s 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 s or the Grantee, select a third arbitrator, and failing so to do,
such third arbitrator shall be appointed on application of either Grantor s 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 s 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 s and the successors and assigns of the Grantee, and may be
assigned in whole or in part by Grantee.

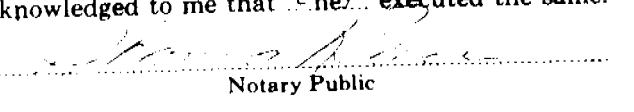
It is hereby understood that any parties securing this grant on behalf of the Grantee are without
authority to make any representations, covenants or agreements not herein expressed.

WITNESS the execution hereof this 12th day of January, 1971

APPEARED:


FLINDER'S INDUSTRIAL COMPLEX
By 
Aron E. Bryan

June W. Bryan

STATE OF UTAH }
County of Salt Lake } ss.
On the 12th day of January, 1971, personally appeared
before me Aron E. Bryan and June W. Bryan

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

Notary Public

My Commission expires:
Feb. 16, 1974
Residing at Salt Lake City, Utah

STATE OF UTAH)
)
) : ss.
County of Salt Lake)

On the 12th day of January, 1971, personally appeared before me Donald C. Lloyd and Tony Saracino who being duly sworn, did say that they are the President and Secretary, respectively, of FLINDER'S INDUSTRIAL COMPLEX, and that the foregoing instrument was signed on behalf of said corporation by authority of a resolution of its Board of Directors (or) ~~its By-Laws~~, and said Donald C. Lloyd and Tony Saracino acknowledged to me that said corporation duly executed the same.

My commission expires:

Shanna Reed
Notary Public

Feb. 16, 1974

Residing at Salt Lake City

*Strike clause not applicable

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Bk 3.