

2969354

RIGHT OF WAY AND EASEMENT GRANT

FIRST CONGREGATIONAL CHURCH OF SALT LAKE CITY
 a Corporation of the State of Utah, Grantor, does 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 eight (8) 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 Salt Lake County, State of Utah, to-wit:

Land of the Grantor located in the NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 23, Township 1 South, Range 1 East, 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 258.63 feet South of the Northwest corner of said Section 23, thence East 28 feet.

Recorded JUL 18 1977 at 4:4 P m.
 Request of Ron Phillips
 KATIE L. DIXON, Recorder
 Salt Lake County, Utah
 \$ 500 By Cheryl Warrington Deputy
 Cheryl Warrington
 REF. _____

Mountain Fuel
180 E 100 St.
Sic 84139

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 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 asphalt 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 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 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 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 written 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.

IN WITNESS WHEREOF the Grantor has caused its corporate name and seal to be hereunto affixed this 27th day of April, 1977.

ATTEST:

Mary Lou Ward
 (SEAL) Secretary
 church clerk

FIRST CONGREGATIONAL CHURCH OF SALT LAKE CITY
 By Robert M. Dixon President
 Moderator

RW-6A SL 5-6B

(over)

STATE OF UTAH

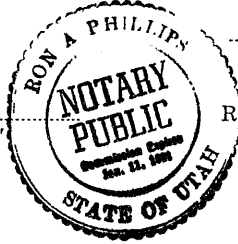
County of Salt Lake } ss.

On the 27th day of April, 1977, personally appeared before me Robert H. Dobson and Mary Lou Ward, who being duly sworn, did say that they are the Moderator and Church Clerk, respectively, of First Congregational Church of Salt Lake, and that the foregoing instrument was signed on behalf of said corporation by authority of a resolution of its Board of Directors, (or)^z its By-Laws, and said Robert H. Dobson and Mary Lou Ward acknowledged to me that said corporation duly executed the same.

My Commission expires:

June 11, 1981

*Strike clause not applicable.



Ron Phillips
Notary Public

Residing at Salt Lake City

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JUL 18 1977
Recorded at 4:14 P.M.
Request of Row Phillips
KATIE L. DIXON, Recorder
Salt Lake County, Utah
\$500 By Cheryl Warrington Deputy
REF.
Mtn Fuel
180 E 100 St.
Lic 84139

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 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 asphalt 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 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 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.

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ATTEST:
Mary Ann Ward
(SEAL)
Church Clerk

FIRST CONGREGATIONAL CHURCH OF SALT LAKE CITY
By Robert M. Olson
President-Moderator

RW-6A SL 5-63

(over)

BOOK 4517 PAGE 909

STATE OF UTAH

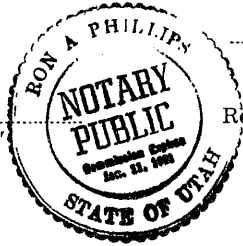
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My Commission expires:

Jan. 11, 1981

*Strike clause not applicable.



Ron Phillips
Notary Public

Residing at Salt Lake City

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