

Mountain Fuel Supply  
Q 180 & 1st St LLC  
to Charlie Holland

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Mountain Fuel Supply

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# RIGHT OF WAY AND EASEMENT GRANT

ROBERT R. NOLSEN  
WEBER COUNTY RECORDER  
DEPUTY *Marian Lohdler*

Linden B. Isaacson and Alice T. Isaacson, his wife  
Grantors s., of Weber 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 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 Weber, State of Utah, to-wit:

The land of the Grantors located in the Southwest quarter of Section 36,  
Township 6 North, Range 2 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 659.64 feet South and 761.83 feet West from the North-  
east corner of the Southwest quarter of said Section 36, said point be-  
ing on the North line of Grantors' property, thence South 18° 43' West  
689.42 feet, more or less, to the South 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 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 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 Federal  
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 3rd day of September, 1970.

Witness Linden B. Isaacson  
Linden B. Isaacson

Alice T. Isaacson  
Alice T. Isaacson

Witness

STATE OF UTAH  
County of Weber ss.  
On the 3rd day of September, 1970, personally appeared  
before me Linden B. Isaacson and Alice T. Isaacson  
Linden B. Isaacson, his wife  
the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.

My Commission expires:  
April 4, 1971  
W.S. SL. 5-61

Richard A. Phas  
Notary Public  
Residing at Cedar, Utah