

284

Entry No. 84783 recorded at request of Mtn. Fuel Supply Co. 3:20 pd
Date JUL 23 1914 at 1 P. M. Wayne C. White Wasatch County Recorder
By _____ Deputy. (Book 46 Page 264-5)

RIGHT OF WAY AND EASEMENT GRANT

FAY LEE and GOLDA L. LEE, his wife, Owners, and NEW PARK MINING COMPANY, a Corporation of the State of Nevada, Purchasers, Grantors, 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 Six Hundred Fifty-Four DOLLARS (\$ 654.00), and other good and valuable considerations, receipt of which is hereby acknowledged, a right of way and easement thirty (30) 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 Wasatch County, State of Utah, to-wit:

Land of the Grantors located in the West Half of Section 30 and the Southwest Quarter of Section 19, Township 2 South, Range 5 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 located 1320.0 feet North and East 1358.18 feet from the Southwest corner of Section 30, Township 2 South, Range 5 East, Salt Lake Base and Meridian, and running thence North $4^{\circ}39'30''$ East 417.47 feet; thence North $17^{\circ}33'30''$ East 278.88 feet; thence North $6^{\circ}40'30''$ East 642.43 feet, more or less.

Also, beginning at a point located 16.85 feet North and East 1131.77 feet from the West quarter corner of Section 19, Township 2 South, Range 5 East, Salt Lake Base and Meridian, and running thence South $14^{\circ}04'30''$ East 375.24 feet; thence South $17^{\circ}12'$ East 1544.30 feet; thence South $9^{\circ}07'30''$ East 954.46 feet; thence South $6^{\circ}40'30''$ West 1352.21 feet, more or less, to Grantors' South line.

the grantee to make the original installation of the gas line 36 inches below the ground level.

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 reasonable 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 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 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 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 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.

The Grantors 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 Grantors and the successors and assigns of the Grantee, and may be assigned in whole or in part by Grantee; provided, however, there is reserved in the Grantors, their successors and assigns, the right to construct and maintain roads, pipe lines, fences or ditches over and across said right of way, provided that no pipe line traversing same shall be laid nearer than 12 inches to the Grantee's pipe line.

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 Corporate Grantor has caused its corporate name and seal to be hereunto affixed and the individual Grantors have hereunto set their hands this 26 day of June, 1963.

NEW PARK MINING COMPANY

Attest:

William A. Beery
Secretary
Witness;

By: Charles A. Stein
President
Fay Lee
Fay Lee
Golda L. Lee
Golda L. Lee

STATE OF Utah)
COUNTY OF Salt Lake) : ss.

On the 26 day of June, 1963, personally appeared before me Charles A. Stein and David H. Cliff, who being duly sworn, did say that they are the President and Secretary, respectively, of New Park Mining Company, 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 Charles A. Stein and David H. Cliff acknowledged to me that said corporation duly executed the same.

My commission expires: 11-30-66
*Strikes clause not applicable. Notary Public Marjorie B. Thompson
Residing at Salt Lake City, Utah

STATE OF Utah)
COUNTY OF Salt Lake) : ss.

On the 27th day of June, 1963, personally appeared before me Fay Lee and Golda L. Lee, the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

My commission expires: July 10, 1965
Notary Public Emmett Butterfield
Residing at Midvale, Utah

