

10972

RIGHT OF WAY AND EASEMENT GRANT

E. Ray Gardner and Stella G. Gardner, his wife

Grantor(s), of Utah 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 Fifty Four (\$54.00) DOLLARS and other good and valuable considerations, receipt of which is hereby acknowledged, 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 Utah, State of Utah, to-wit:

The land of the Grantors, located in the Northwest quarter of Section 25, Township 5 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 on the West line of Grantors' property, said point being 1,439 feet South and 813.78 feet West from the North quarter corner of said Section 25, thence South 54° 15' 12" East 923.09 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 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(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 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(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 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(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 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(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 20th day of June, 1962.

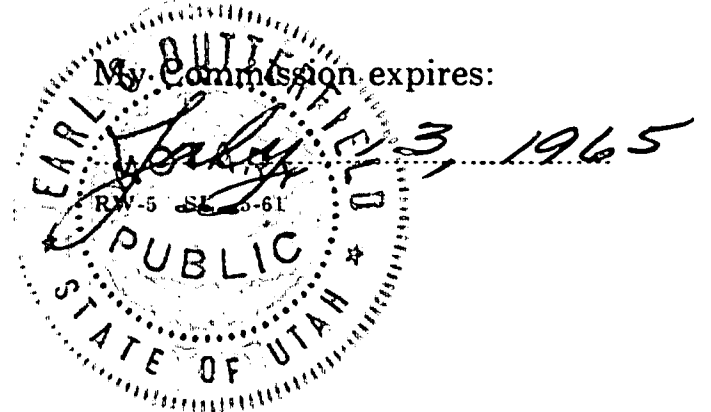
Witness E. Ray Gardner

Witness Stella G. Gardner

STATE OF UTAH } County of Utah } ss.

On the 20th day of June, 1962, personally appeared before me E. Ray Gardner and Stella G. Gardner, his wife, the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

Earl S. Butterfield Notary Public Residing at Midvale Utah



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THELMA VESI SMURTHWAITE  
 TARI COUNTY - EUGENE  
*Thelma Vesi Smurthwaite*

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