

Approved  
J. Snyder

138

10748

## RIGHT OF WAY AND EASEMENT GRANT

GRANGER NORTH *JM*

~~NORTH GRANGER~~ STAKE OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Corporation Sole 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 Two Thousand and No/100 DOLLARS (\$2,000.00) 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 Utah County, State of Utah, to-wit:

The land of the Grantor, located in the East half of Section 32, Township 4 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 503.83 feet West and 1,841.09 feet South from the Northeast corner of the Southeast quarter of said Section 32, thence North  $33^{\circ} 28'$  West 259.96 feet, thence North  $37^{\circ} 12' 30''$  West 1,112.61 feet, more or less, to Grantor's property line.

Also, beginning at a point 1,376.40 feet West and 663.82 feet South from the Northeast corner of the Southeast quarter of said Section 32, thence North  $37^{\circ} 12' 30''$  West 1,164.77 feet, more or less, to Grantor's property line.

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 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 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; provided, however, that no damages shall be payable for any work done upon said right of way by Grantee to and including the 31st day of December, 1962, such damages being included in the consideration of this Grant.

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 provided however that Grantor may construct a road or roadways over and 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.

By acceptance of this right of way and easement grant, Grantee agrees to indemnify and save harmless Grantor from any and all loss, damage, expense, claims or demands resulting from negligence of Grantee in the construction, repair, maintenance, replacement or operation of Grantee's facilities hereunder.

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 3rd day of August, 1962.

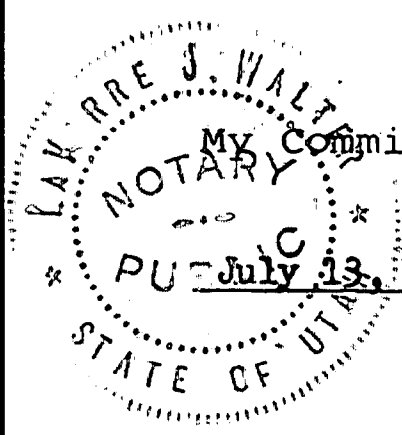
GRANGER NORTH *JW*  
~~NORTH GRANGER~~ STAKE OF THE CHURCH  
 OF JESUS CHRIST OF LATTER-DAY SAINTS

By *F. J. Kennard*  
 F. J. Kennard, President  
 (FRANKLAND J. KENNARD, President)

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

On this 3rd day of August, A.D. 1962, before me \_\_\_\_\_  
La Varre J. Walter, a Notary Public, personally appeared  
Frankland J. Kennard, Granger North *JW*  
~~North Granger~~ Stake of the Church of Jesus Christ  
 of Latter-Day Saints and Corporation Sole of the Corporation that  
 executed the within instrument, and acknowledged to me that such  
 corporation executed the same.

IN WITNESS WHEREOF, I have hereto set my hand and affixed my official seal the day and year in this certificate first above written.



My Commission expires:

*La Varre J. Walter*  
 Notary Public

Residing at Salt Lake City, Utah.

*John W. Grandford Jr.  
 1800 East 1st St.  
 Salt Lake City  
 Utah*

BOOK PAGE  
 ABS SEC  
 P. R. TP  
 IND R  
 FEE \$ 9.50

AUG 8 10 31 AM '62  
 HELMA YEST SMURTHWAITE  
 1041 COUNTY RECORD BLDG  
 SALT LAKE CITY, UTAH

10748