

10974

RIGHT OF WAY AND EASEMENT GRANT

J. Reed Peterson and Ruth F. Peterson, his wife
 Grantors, 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 Twenty DOLLARS
 (\$20.00) 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 Utah, State of Utah, to-wit:

The land of the Grantors, located in the Northwest quarter of Section
 31, Township 5 South, Range 2 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 South 705.2 feet and West 132.6 feet from the North
 quarter corner of said Section 31, thence West 125 feet.

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.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 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.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 Fed-
 eral 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 15th day of June, 19 62.

Witness

J. Reed Peterson
 J. Reed Peterson

Ruth F. Peterson
 Ruth F. Peterson

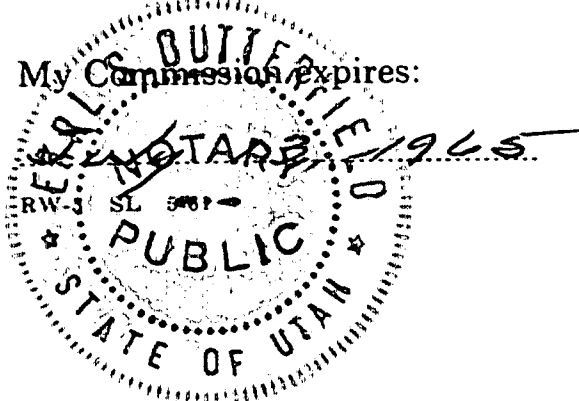
Witness

STATE OF UTAH

County of Utah } ss.

On the 15th day of June, 19 62, personally appeared
 before me J. Reed Peterson and Ruth F. Peterson,
his wife,
 the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

My Commission Expires:



Notary Public

Residing at Midvale, Utah

10974

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Helma West Smithwhite

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