

10979

RIGHT OF WAY AND EASEMENT GRANT

Owen Halladay, a single man AKA OWEN HALLIDAY
Grantor..., of Utah County, State of Utah, 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 Thirty Five DOLLARS
(\$ 35.00) 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 Grantor, located in the Northeast 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 1,027.7 feet South and 250 feet East from the North
quarter corner of said Section 31, thence South 49° 52' 10" East 570.7
feet, more or less, to the South Line of Grantor's 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... 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 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.

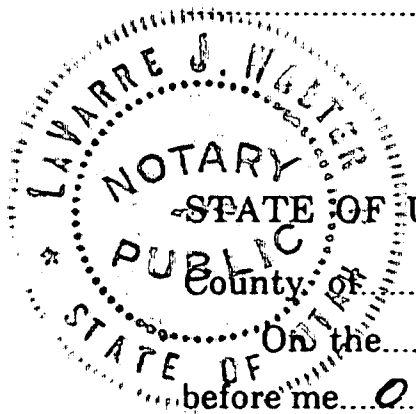
The Grantor... shall not build or construct nor permit to be built or constructed any building
or other improvement over or across said right of way, nor change the contour thereof without writ-
ten consent of Grantee. This right of way grant shall be binding upon and inure to the benefit of the
successors and assigns of Grantor... 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 26TH day of MAY, 1962.

Witness Owen Halladay
Owen Halladay AKA OWEN HALLIDAY

Witness



On the 26TH day of MAY, 1962, personally appeared
before me OWEN HALLADAY AKA OWEN HALLIDAY

the signer... of the foregoing instrument, who duly acknowledged to me that he... executed the same.

My Commission expires:
July 13, 1965

Lavarre J. Walter
Notary Public
Residing at Salt Lake City, Utah

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JH YOUNG YF SQUITHWAITE
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William D. Squithwaite

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