

Entry #	123640	Book	M 57
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			ASST. CLERK

RIGHT OF WAY AND EASEMENT GRANT

THOMAS COPLEY WALKER *a single man*  
 Grantor of *Carlsbad*, 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 *Five* Dollars (\$ *10.00*) and other good and valuable considerations, receipt of which is hereby acknowledged, a right of way and easement fifty (50) feet in width to lay, maintain, operate, repair, inspect, protect, remove and replace pipelines, 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 Summit, State of Utah, to-wit:

A tract in the South half of Section 17, Township 2 North, Range 5 East of the Salt Lake Meridian, Summit County, Utah and a tract in the Northwest quarter of Section 16, Township 2 North, Range 5 East of the Salt Lake Meridian, Summit County, Utah,

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 Station 1647+13.25 a point on the north property line of said tract, whence the northwest corner of Section 17, Township 2 North, Range 5 East of the Salt Lake Meridian bears North 39°02'04" West for a distance of 3,448.11 feet;

Thence South 42°48'13" East for a distance of 371.27 feet to Station 1650+84.52;

Thence North 78°03'46" East for a distance of 465.61 feet to Station 1655+50.13 a point on the northerly property line of said tract, whence the northeast corner of said Section 17 bears North 40°41'43" East for a distance of 3,576.08 feet.

Also, beginning at Station 1688+70.01 a point on the westerly property line of said tract whence the northwest corner of Section 16, Township 2 North, Range 5 East of the Salt Lake Meridian bears North 22°01'35" West a distance of 2,585.02 feet;

Thence North 86°31'56" East for a distance of 175.55 feet to Station 1690+45.56;

Thence North 51°43'32" East for a distance of 249.11 feet to Station 1692+94.67 a point on the easterly property line of said tract, whence the northwest corner of said Section 16 bears North 30°59'25" West for a distance of 2,602.98 feet.

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

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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.

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 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.

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 12<sup>th</sup> day of March, 1974.

\_\_\_\_\_  
Witness

Thomas Copley Walker  
Thomas Copley Walker

\_\_\_\_\_  
Witness

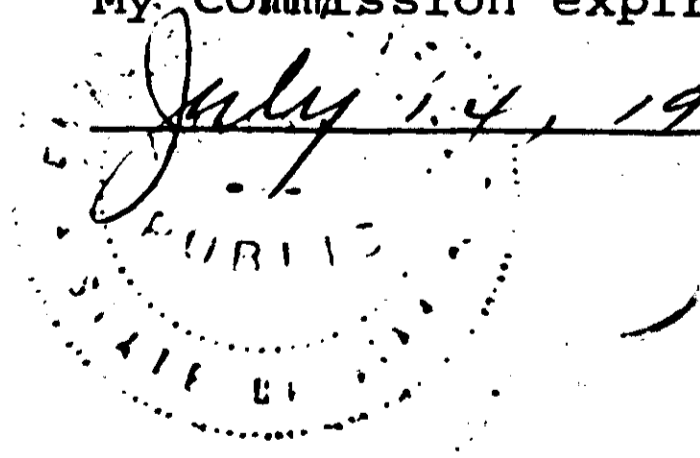
STATE OF UTAH )  
County of Summit ) ss.

On the 12<sup>th</sup> day of March, 1974, personally appeared before me Thomas Copley Walker a single man the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.

Ernest Butterfield  
Notary Public

My Commission expires:  
July 14, 1977

Residing at Midvale, Ut.



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