

920
6-15
9

1862173

RIGHT OF WAY AND EASEMENT GRANT

BOOK 1951 PAGE 340

AKA BENJAMIN N. PEARCE

Melvin A. Green and Millie F. Green, his wife, Owners; Benjamin Pearce
EVA E. PEARCE, HIS WIFE Purchasers, Grantors, of Salt Lake 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 thirty five and 00/100 DOLLARS (\$ 35.00) 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, in-
spect, protect, remove and replace pipe lines, valves, valve boxes and other gas
transmission and distribution facilities (hereinafter collectively called "facili-
ties") through and across the following described land and premises situated
in the County of Salt Lake, State of Utah, to-wit:

The land of the Grantors, located in the Southwest quarter of Section
2, Township 4 South, Range 1 West, 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 1,262.1 feet South and 645.3 feet East from the
Northwest corner of the Southwest quarter of said Section 2, thence
South 28° 53' East 883.5 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, mainten-
ance, repair, removal or replacement of the facilities. The said Grantors 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 right granted to the Grantee here-
under.

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 ap-
pointed by Grantors 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 Grantors or the
Grantee, select a third arbitrator, and failing so to do, such third arbitrator
shall be appointed on application of either Grantors or Grantee by a Federal Dis-
trict 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, how-
ever, 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 Grantors 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
Grantors 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 18th day of June, 1962.

Melvin A. Green
Melvin A. Green

Millie F. Green
Millie F. Green

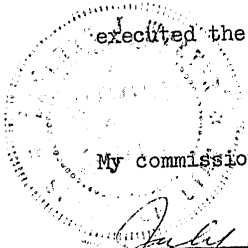
Benjamin N. Pearce
Benjamin Pearce AKA BENJAMIN N. PEARCE

EVA E. PEARCE, HIS WIFE

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

On the 18th day of June, 1962, personally appeared
before me BENJAMIN PEARCE, AKA BENJAMIN N. PEARCE, AND EVA E.
PEARCE, HIS WIFE; MELVIN A. GREEN AND MILLIE F.
GREEN, HIS WIFE.

the signers of the foregoing instrument, who duly acknowledged to me that they
executed the same.



My commission expires:

July 13, 1965

L. J. Walter
Notary Public

Residing at Salt Lake City, Utah

Recorded AUG 9 1962 at 9:23 a.m.
Request of MOUNTAIN FUEL SUPPLY CO.
Fee Paid. Nellie M. Jack,
Recorder, Salt Lake County, Utah
\$ 3.40 By [Signature] Deputy
Ref. _____