

40507

# RIGHT OF WAY AND EASEMENT GRANT

ANDREW GLEN MORTENSON and DARLENE F. MORTENSON, his wife  
 Grantor, s. of Morgan 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 TEN DOLLARS  
 (\$ 10.00 ) and other good and valuable considerations, receipt of which is hereby acknowl-  
 edged, a right of way and easement fifty 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 Morgan, State of Utah, to-wit:

A tract in the Southeast quarter of Section 4, Township 2  
 North, Range 3 East of the Salt Lake Base and Meridian, Morgan  
 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 986+37.0 a point on the northeast  
 right of way line of Morgan County Road #66, whence the  
 southeast corner of Section 4, Township 2 North, Range 3  
 East of the Salt Lake Base and Meridian, bears South 57° 29'  
 46" East for a distance of 1191.90 feet;

Thence North 65° 13' 11" East for a distance of 442.78 feet  
 to Station 990+79.78;

Thence North 54° 53' 59" East for a distance of 733.12 feet to  
 Station 998+12.90 a point on the east line of said Section 4,  
 whence the southeast corner thereof bears South 0° 06' 19"  
 East for a distance of 1,249.35 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 29<sup>th</sup> day of January, 1974.

*Andrew Glen Mortenson*  
 Andrew Glen Mortenson  
*Darlene F. Mortenson*  
 Darlene F. Mortenson

Witness

Witness

EW-54 EL 1-60

(Over)

Entry No.	<u>40507</u>	Book	<u>M-15</u>
RECORDED	<u>6-26-74</u>	at	<u>10:37 AM</u>
REQUEST of	<u>Mtn. Fuel Supply</u>	Page	<u>52</u>
FEE	<u>3.00</u>	Mary O. Mocham, Morgan Co. Recorder	
		By <u>Jan Widdison</u>	

STATE OF UTAH

County of Nogai

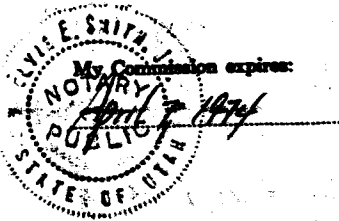
On the 29th day of January, 1974, personally appeared

before me Andrew Glen Mortenson and Delores E. Mortenson his wife

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

Edwin E. Smith Jr  
Notary Public

Residing at Springdale



ENTERED  
INDEXED  
RECORDED  
PROOF READ  
ABSTRACTED  
ASSESS. CARD

RECEIVED  
FEB 1 1974  
COUNTY CLERK  
NOGAI COUNTY

BOOK M1 5 PAGE 53