

Platted  Abstracted  107863  
 On Margin  Indexed  RIGHT OF WAY GRANT  
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164

*affirmed  
 by S.  
 by [Signature]  
 11/23/49*

Legrande Hess and Lela L. Hess, Grantors, of Davis County, State of Utah, do hereby convey and warrant to MOUNTAIN FUEL SUPPLY COMPANY, a Utah corporation, Grantee, for the sum of thirty dollars, (\$30.00), receipt of which is hereby acknowledged, a right of way and easement to lay, construct, maintain, operate, repair or remove a pole line with a conductor line or cable or other electrical conductor together with a grounding bed, said grounding bed to be buried to a depth of ~~approximately~~ five feet below present surface of the ground, all of which is located in the NE $\frac{1}{4}$  of Sec. 23, T. 3 N., R. 1 W., S. L. B. & M., Davis County, State of Utah, said pole line described as follows, to-wit:

Commencing from a point 775' north, more or less, and 410' west, more or less, from the E $\frac{1}{4}$  corner of Sec. 23, T. 3 N., R. 1 W., S. L. B. & M., install a 4 pole, single wire line North a distance of approximately 410' along the East Fence Line of the real property of Legrande Hess and Lela L. Hess,

and, said grounding bed described as follows, to-wit:

Commencing from a point 1035' North, more or less, and 410' West, more or less, from the same  $\frac{1}{4}$  corner of said tract of land hereinabove described, lay a ground bed North, a distance of approximately 300'.

State of Utah  
 County of Davis  
 Filed SEP 7 1949  
 At 11:22 o'clock A.M.  
 In Book 6 of O.R.  
 Page 164  
 Grace C. Stevenson  
 County Recorder

TO HAVE AND TO HOLD the same unto the said Mountain Fuel Supply Company, its successors and assigns forever, with the right of ingress and egress to and from said right of way to maintain, operate, repair, remove and replace the same or any part or parts thereof. The said Grantors to fully use the said premises, except for the purposes for which this right of way and easement is granted, provided such use does not interfere with the rights granted to Grantee hereunder. 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.

The Grantee hereby agrees to pay damages which may arise to crops or fences from the laying, erecting, maintaining, operating or removing of said pole line with cable and said grounding bed; said damages, if not mutually agreed upon, to be ascertained by three disinterested persons, one thereof to be appointed by Grantors, one by the Grantee, and the third by the two so appointed.

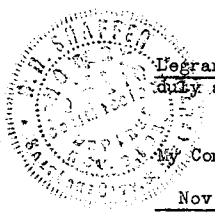
This right of way grant shall be binding upon and enure to the benefit of the executors, administrators, heirs and assigns of the Grantors, and the successors and assigns of the Grantee.

WITNESS the hands of said Grantors this 22<sup>nd</sup> day of August, 1949.

STATE OF UTAH )  
 COUNTY OF DAVIS ) SS

Legrande Hess  
Lela L. Hess

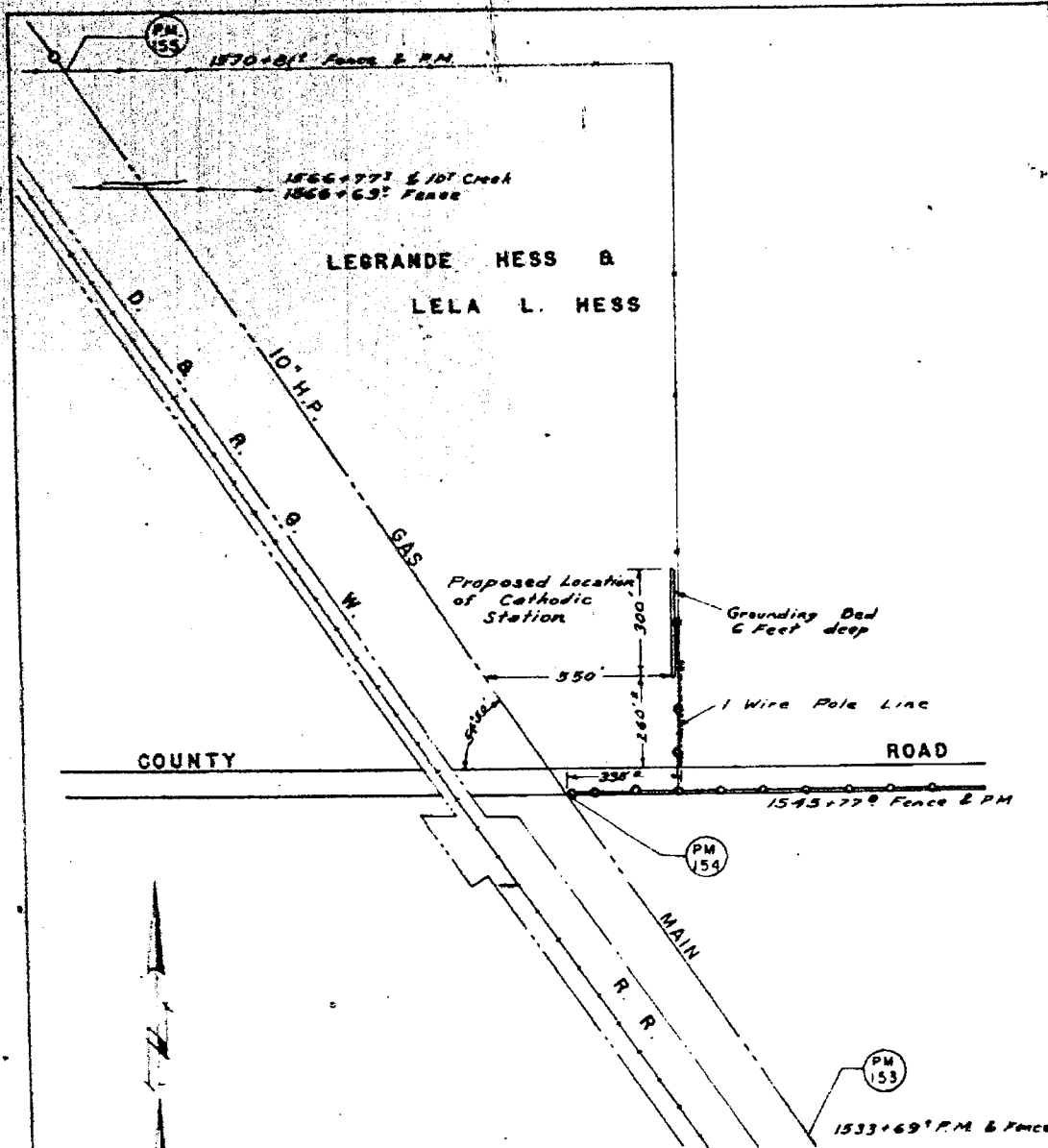
On the 22<sup>nd</sup> day of August, 1949, personally appeared before me Legrande Hess and Lela L. Hess the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.



My Commission expires:  
Nov. 6, 1950

[Signature]  
 Notary Public  
 Residing at Salt Lake City, Utah.

*L. L. Brown, Grantor Salt Lake City*



MOUNTAIN FUEL SUPPLY COMPANY  
 MAP SHOWING  
 SECTION OF 10" H.P. GAS PIPE LINE  
 NE 1/4 SEC. 23 T. 3 N. R. 1 W. S. L. B. & M.  
 DAVIS COUNTY, UTAH  
 SCALE 1" = 400'

DRAFTING DEPT. SALT LAKE CITY, UTAH JULY 8, 1949

2585

ART