

11388

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Form 9-50 (2-53)

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, hereinafter referred to as Grantor, for and in consideration of the sum of TEN DOLLARS and other considerations, to the undersigned in hand paid by UTAH NATURAL GAS COMPANY, a Corporation, hereinafter called Grantee, the receipt of which is hereby acknowledged, does hereby grant, sell and convey unto said Grantee, its successors and assigns, a right-of-way and easement to construct, maintain and operate a pipe line with appurtenances thereto, and road, all of which are hereinafter collectively called the "facilities", over and through the hereinafter described property, approximately along the line designated by survey heretofore made or hereafter to be made by the Grantee, through and over the said property on a right-of-way 60 feet in width.

This grant shall carry with it the right of ingress and egress to and from the said right-of-way, with the right to use existing roads, for the purpose of constructing, inspecting, repairing and maintaining the facilities and the removal or replacement of same at will, either in whole or in part.

TO HAVE AND TO HOLD the above described rights and easements, together with all rights necessary to operate and maintain the facilities over the right-of-way hereby granted unto the said Grantee, its successors and assigns, and the Grantee may assign the rights and easements herein granted, either in whole or in part, subject to the terms of this grant, and such rights and easements shall be covenants running with the title to said premises and be binding upon Grantor, his heirs, legal representatives and successors in title.

Grantee may at any time, and upon permanent abandonment of the right-of-way and removal of all improvements constructed thereon, shall execute and record a reconveyance and release hereof, whereupon this agreement and all rights and privileges herein mutually granted shall be fully cancelled and terminated.

The said Grantor reserves the right to full use and enjoyment of said premises except for the purposes herein granted but such use shall not hinder, conflict or interfere with the exercise of Grantee's rights hereunder, and no building, reservoir or structure shall be constructed within 30 feet of said pipe line without Grantee's written consent.

The Grantee agrees that, without Grantor's consent, no road will be constructed over any land which is in cultivation, and Grantee agrees to remove the roadway from uncultivated land subsequently placed in cultivation on written request therefor.

Grantee shall bury all pipe lines to a sufficient depth so as not to interfere with the cultivation of the soil.

Grantee shall pay all damages which are caused by the exercise of the rights herein granted. It is mutually understood and agreed that in the event any dispute arises relative to the amount of damages suffered, which are caused by the exercise of the rights granted, said damage, if not mutually agreed upon, shall be ascertained and determined by three disinterested persons, one to be appointed by the Grantor, or by the person or persons claiming an interest in the land derived from Grantor, one by the Grantee, and the third person by the two persons before mentioned, and the decision of the arbitrators thus selected shall be final and conclusive.

There is hereby granted to the Grantee herein the right to construct, maintain and operate on the above described right-of-way additional pipe lines, the same to run parallel with and adjacent to the pipe line above referred to, and in the event Grantee exercises this right to lay an additional pipe line or lines, the Grantee shall pay the Grantor the sum of \$100.00 ~~per foot~~ for each additional pipe line so laid, as well as all said damages caused by the construction thereof, and be entitled to the same rights for the additional line or lines as is herewith granted for the first line to be constructed.

The Grantor represents and warrants that he is the owner in fee simple of the land hereinafter described, subject only to outstanding mortgages, if any, now of record in said county.

It is hereby understood that the parties securing this grant in behalf of the Grantee are without authority to make any covenant or agreement not herein expressed.

DESCRIPTION OF PROPERTY SITUATED IN UTAH COUNTY, UTAH

Sec.	Township	Rng. or 1/4th	B. & M. or Survey
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A portion of Sec. 20, township 8 South, Range 3 East, Salt Lake Meridian, more particularly described as follows:

- ✓ Commencing 40 rods South of the Northwest corner of the West half of the Northwest Quarter of Section 20, Township 8 South, Range 3 East, Salt Lake Meridian; thence South 24 rods; thence East 40 rods; thence North 24 rods; thence West 40 rods to the place of beginning.
- ✓ ALSO, commencing 16 chains South of the Northwest corner of the Northwest Quarter of Section 20, Township 8 South, Range 3 East, Salt Lake Meridian; running thence North 89° 26' East 519 feet, more or less, to the west right of way line of the Utah Railway Company, thence southeasterly following the west line of the said right of way, to a point south 45' East 307 feet and North 89° 26' East 700 feet from the place of beginning; thence South 89° 26' West 700 feet; thence North 45' West 307 feet to the place of beginning; the same
- ✓ being a part of the West Half of the Northwest Quarter of said Section 20. ✓ ALSO, beginning at a point 15.50 chains North of the Southwest corner of the Northwest Quarter of Section 20, Township 8 South, Range 3 East, Salt Lake Meridian, running thence North 4.50 chains; thence East 11.12 chains; thence South 1.08 chains; thence Southeasterly on a curve to the left with a radius of 1960 feet parallel with and 50 feet Southwesterly from the center line of the Utah Railway Company's proposed railroad tract a distance of 3.92 chains; thence
- ✓ West 13.12 chains to the place of beginning. ✓ ALSO, commencing 10.50 chains North of the Southwest corner of the Northwest Quarter of Section 20, Township 8 South, Range 3 East, Salt Lake Meridian; thence North 5 chains; thence East to a point of intersection of the Northerly boundary of said tract of land with the Westerly boundary line of the Utah Railway Company's right of way from which point the Northeast corner of Section 17, Township 8 South, Range 3 East, Salt Lake Meridian bears North 31° 35' East 8271.5 feet and approximately 50 feet West and parallel with the center of said main railroad track; thence Southeasterly and parallel with said track along the Western boundary of said railroad right of way on a 3° curve to the left a distance of 444 feet, more or less, to a point on the Southerly boundary line of said tract of land; thence West to the place
- ✓ of beginning. ALSO, commencing 0.50 of a chain South of the Northwest corner of the Northwest Quarter of Section 20, Township 8 South, Range 3 East of the Salt Lake Meridian; thence South 4.50 chains; thence East 20 chains; thence North 4.50 chains; thence West 20 chains to the place of beginning. EXCEPTING therefrom 0.59 of an acre heretofore deeded to the Utah Railway Company, as shown at Entry No. 5 of Abstract of Title No. 150.

Grantee has entered into an agreement with a Distribution Company for the purpose of supplying Grantor with natural gas for his domestic use and pumping purposes only. Upon written application to Grantee at Salt Lake City, Utah, the Grantee will make one tap on a gas pipe line constructed on Grantor's said premises and cause gas to be furnished to Grantor by said Distribution Company. The gas shall be furnished and measured at the main line of Grantee at rates and under the rules and regulations established by said Distribution Company. A purchaser of all, but not a part, of the above described land shall succeed to Grantor's right granted in this paragraph.

496

Grantee agrees that grantor shall retain the right to construct and maintain irrigation ditches, cultivate and otherwise raise crops on the above described right of way.

The sentence in Paragraph Eight relating to arbitration is hereby deleted.



WITNESS THE EXECUTION HEREOF the 13th day of October, 1953 A. D.

by Lily J. Johnson, administratrix of estate of Arthur S. Johnson, deceased

WITNESSES:

Spencer L. Haycock

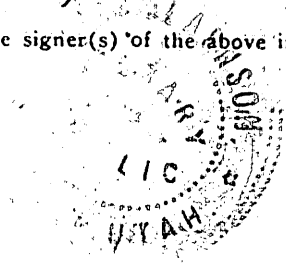
Lily J. Johnson as administratrix

(Acknowledgments on Reverse Side)

Acknowledgments

STATE OF UTAH }
County of Utah } SS.

On the 13 day of October, 1953, personally appeared before me Lily J. Johnson, Administratrix of estate of Arthur S. Johnson, deceased the signer(s) of the above instrument, who duly acknowledged to me that he executed the same.



Ray Bessason
NOTARY PUBLIC
Residing at Spanish Fork, Utah

My commission expires: Jan. 24, 1957

STATE OF)
COUNTY OF) SS.

On this... day of... 195..., before me personally appeared... personally known to me to be the same person whose name is subscribed to the above instrument as a witness thereto, who, being by me duly sworn, deposed and said that he resides in... County of... and the State of...; that he was present and saw... personally known to him to be the signer... of the above instrument as a part thereto, sign and deliver the same, and heard... acknowledge that... executed the same, and that he, the deponent, thereupon signed his name as a subscribing witness thereto at the request of the said...

WITNESS my hand and notarial seal.
My commission expires

Notary Public
Residing at

Line Clear Creek to Provo
W/O Dwg 100.1-9-B
Grant G-80-E File R/W 53000 UT

11388

ENTRY NO. 11388
Utah Natural Gas Co.
BOOK PAGE
THE LAMAR VEST UTAH COUNTY
RECORDED DEEDS

OCT 13 4 05 PM '53

ABSTRACTED

PROOF READ

INDEXED

FILED

*919 Stearns Bldg.
S. P. C. Wick*

11389

IN THE DISTRICT COURT, OF THE FOURTH JUDICIAL DISTRICT
IN AND FOR
UTAH COUNTY, STATE OF UTAH

In the Matter of the Estate of)
ARTHUR S. JOHNSON, Deceased) ORDER APPROVING AND CONFIRMING
SALE OF AN EASEMENT
No. 10,679

THIS MATTER came on regularly for Hearing before the Court on the 9th day of October, 1953, on the verified Petition of Lily J. Johnson, the duly appointed, qualified and acting administratrix of the estate of Arthur S. Johnson, deceased, praying for authority to grant a right of way to Utah Natural Gas Company. The Court having considered the said Petition and evidence adduced in support thereof now finds that:

1. Due Notice of the Hearing on said Petition has been given in the form and manner required by law and the proof of the giving of such Notice is now on file herein.
2. Lily J. Johnson is the duly appointed, qualified and acting administratrix of the estate of Arthur S. Johnson, deceased.
3. Said decedent, Arthur S. Johnson, at the time of his death was the owner of certain parcels of real property in Utah County, State of Utah, which parcels of real property have never been sold or distributed in proceedings in his estate and are now a part of the assets thereof and are more particularly bounded and described as follows:

Commencing 40 rods South of the Northwest corner of the West half of the Northwest quarter of Section 20, Township 8 South, Range 3 East, Salt Lake Meridian; thence