

1538092

# RIGHT OF WAY AND EASEMENT GRANT

BOOK 1411 PAGE 545

Charles A. Kimball and Hattie G. Kimball, his wife, 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 One and No/100 - - - - - DOLLARS (\$1.00) and other good and valuable considerations, receipt of which is hereby acknowledged, a right of way and easement ten (10) feet in width to lay, maintain, operate, repair, inspect, protect, remove and replace pipe lines, valves, valve boxes and other gas distribution facilities 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 Lot 5, Block 37, Plat "B", Salt Lake City Survey;

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 107.6 feet East of the Northwest corner of said Block 37, thence South 78.7 feet thence South 52° 34' West 17 feet, thence West 23 feet.

TO HAVE AND TO HOLD the same unto the said Mountain Fuel Supply Company, its successors and assigns, so long as such pipe line or lines, valves or valve boxes and other gas distribution 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. The said Grantor.s. to fully 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 pipe or pipe lines laid by the Grantee or any other rights granted to the Grantee hereunder, including, among other things, the right to an earth cover of at least 24 inches in depth around and above any pipe or pipes laid.

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. This right of way grant shall be binding upon and inure to the benefit of the successors and assigns of the Grantor.s. and the successors and assigns of the Grantee.

WITNESS the hand.s. of said Grantor.s. this 15<sup>th</sup> day of April, 1957.

*Arthur L. Yeager*  
Witness

*Charles A. Kimball*  
Charles A. Kimball  
*Hattie G. Kimball*  
Hattie G. Kimball

Witness

STATE OF UTAH }  
County of Salt Lake } ss.

On the 15<sup>th</sup> day of April, 1957, personally appeared before me Charles A. Kimball and Hattie G. Kimball, his wife, the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

My Commission expires:  
October 5, 1958

*Arthur L. Yeager*  
Notary Public

Residing at Salt Lake City, Utah

BOOK 1411 PAGE 546

Recorded MAY 9 1957 at 9:42A m.  
Request MOUNTAIN FUEL SUPPLY CO.  
Fee Paid. Hazel Taggart Chase,  
Recorder, Salt Lake County, Utah  
\$ 1.60 By Gen. [Signature] Deputy  
Ref. will call

Platted \_\_\_\_\_  
Indexed } Grantor \_\_\_\_\_  
          } Grantee \_\_\_\_\_  
Photo \_\_\_\_\_  
Abstract \_\_\_\_\_