

280 168442 RIGHT OF WAY AND EASEMENT GRANT

Sub 22-20-100

SECURITY INVESTMENT COMPANY, a Corporation of the State of Utah, as Owner, and George Evan Taylor and Lucy S. Taylor, his wife, and George Wadel, a single man, as Purchasers, Grantors, of Davis 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 acknowledged, a right of way and easement twenty-eight (28) feet in width to lay, maintain, operate, repair, inspect, protect, remove and replace pipe lines, underground valves and valve boxes, and other gas distribution facilities through and across the following described land and premises of the Grantors situated in Davis County, State of Utah, to-wit;

- Abstracted
- Indexed
- Entered
- Filed
- On Margin
- Compared

Beginning at a point 73.16 rods South and North 88° 15' East 26.78 rods and North 2° 10' East 15.76 rods and South 89° 25' East 1214.36 feet from the Northwest corner of the Southwest quarter of Section 23, Township 2 North, Range 1 West, Salt Lake Base and Meridian, thence South 89° 25' East 961 feet, thence North 5° 30' West 20 rods, thence North 89° 22' West 931 feet more or less to a point due North of the point of beginning, thence South 20 rods, more or less, to the point of beginning.

The center line of said right of way and easement shall extend through and across the above described land and premises beginning at a point approximately 2,305 feet East and 1,767.4 feet North of the Southwest corner of said Section 23, thence North 28° 19' East approximately 372 feet.

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, inspect, protect, remove and replace the pipe lines, valves and valve boxes and gas distribution facilities, 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 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, pipes or valves laid. The Grantors shall not build or construct nor permit to be built or constructed any building or other inclosed structure 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 pipe lines, valves or valve boxes, and other gas distribution facilities, and to restore the surface to as nearly as possible its condition prior to excavation; provided however that Grantee shall be under no obligation to pay damages for its use prior to January 1, 1958 of the above right of way.

By acceptance of this right of way and easement grant Grantee releases and relinquishes any and all prior right in the above described land of the Grantors.

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

IN WITNESS WHEREOF the Corporate Grantor has caused its corporate name and seal to be hereunto affixed and the individual Grantors have hereunto set their hands this 5<sup>th</sup> day of June, 1957.

ATTEST:

Secretary

SECURITY INVESTMENT COMPANY

By Keith S. Stahlke  
President



George Evan Taylor  
George Evan Taylor

Lucy S. Taylor  
Lucy S. Taylor

Witness

Arthur L. Yeager  
Witness

George Fedel  
George Fedel

STATE OF UTAH )  
County of Davis ) : ss

On the 7<sup>th</sup> day of June, 1957, personally appeared before me Ruth L. Stable and President, who being duly sworn, did say that they are the President and respectively, of Security Investment Company, and that the foregoing instrument was signed on behalf of said corporation by authority of a resolution of its Board of Directors ~~for~~ its by-laws, and said Ruth L. Stable and and acknowledged to me that said corporation executed the same.

My commission expires:

Arthur L. Yeager  
Notary Public

October 5, 1958

Residing at Salt Lake City

\*Strike clause not applicable

STATE OF UTAH )  
County of Davis ) : ss.

On the 5 day of June, 1957, personally appeared before me George Evan Taylor and Lucy S. Taylor, the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

My commission expires:

George Fedel  
Notary Public

June 8, 1960

Residing at Salt Lake City

STATE OF UTAH )  
County of Davis ) : ss.

On the 7<sup>th</sup> day of June, 1957, personally appeared before me George Fedel, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.

My commission expires:

Arthur L. Yeager  
Notary Public

October 5, 1958

Residing at Salt Lake City, UT