Recorded at request of Mountain Fuel Supply Co. Fee Paid 1.00
Date MAY 13 1957 at 2 P.M. EMILY V. ELDREDGE Recorder Davis County
By Grace R. Bybee Deputy Book 124 Page 71

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166642

RIGHT OF WAY AND EASEMENT GRANT

NW 14-3N-1W

Arthur D. Miller
Hazel U. Miller, his wife, 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 Seventy Four and 00/100 DOLLARS ($ 74.00) and other good and valuable considerations, receipt of which is hereby acknowledged, a right of way and easement twenty (20) feet in width to lay, maintain, operate, repair, inspect, protect, remove and replace pipe lines, valves and valve boxes, and other gas distribution facilities through and across the following described land and premises situated in the County of Davis, State of Utah, to-wit:

The land of the Grantors, located in the Northwest quarter of Section 14, Township 3 North, Range 1 West, Salt Lake Base and Meridian;

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 on the South line of Grantors' land, which point is approximately 735 feet East and 892 feet North of the Southwest corner of the Northwest quarter of said Section 14, thence North 34° 33' West approximately 1215 feet to the North line of Grantors' property.

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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 other 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 or pipes laid. 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 pipe lines, valves or valve boxes or gas distribution facilities; said damages, if not mutually agreed upon, to be ascertained by three disinterested persons, one thereof to be appointed by the Grantors, one by the Grantee, and the third by the two so appointed.

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.

WITNESS the hands of said Grantors this 26th day of April, 1957.

Arthur D. Miller
Arthur D. Miller

Arthur L. Yeager
Witness

Hazel U. Miller
Hazel U. Miller

STATE OF UTAH)
: ss.
County of Davis)

On the 26th day of April, 1957, personally appeared before me Arthur D. Miller and Hazel U. Miller, his wife, the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

My commission expires: October 2, 1958

Arthur L. Yeager
Notary Public
Residing at Salt Lake City, Utah