

1548400

BOOK 1430 PAGE 601

Recorded at 4:40^{PM}
 Request of MOUNTAIN FUEL SUPPLY CO.
 Fee Paid. Hazel Taggart Chase,
 Recorder, Salt Lake County, Utah
 \$ 3.40 By Deput;
 Ref.

RIGHT OF WAY AND EASEMENT GRANT

EDDIE WILLIAM ERNST, a single man, Grantor, of Salt Lake County, State of Utah, does 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 SIX HUNDRED TWENTY FIVE (\$625.00) DOLLARS and other good and valuable considerations, receipt of which is hereby acknowledged by Grantor, a right of way and easement thirty three (33) feet in width to lay, maintain, operate, repair, inspect, protect, remove and replace pipe lines, valves and other gas distribution facilities through and across the following described lands and premises situated in the County of Salt Lake, State of Utah, to-wit:

The land of the Grantor located in the Southwest quarter of Section Ten (10) and in the Southeast quarter of Section Nine (9), Township 1 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 abovedescribed land and premises as follows:

Beginning at a point approximately 16.5 feet South and 571 feet West of the East quarter corner of said Section 9, thence North $89^{\circ} 24' 19''$ East 571.2 feet, thence South $89^{\circ} 23'$ East 438 feet more or less to the West right of way line of Salt Lake City Corporation Canal right of way.

Also, beginning at a point approximately 532.1 feet East and 22.12 feet South of the East quarter corner of said Section 9, thence South $89^{\circ} 23'$ East 92 feet, thence South $84^{\circ} 10'$ East 5.7 feet more or less to a point on Salt Lake City Corporation canal right of way line.

Also, beginning at a point approximately 848.5 feet East and 50 feet South of the East quarter corner of said Section 9, thence South $84^{\circ} 10'$ East 208 feet more or less to Salt Lake City Corporation canal right of way line.

Also, beginning at a point approximately 1142 feet East and 87 feet South of the East quarter corner of said Section 9, thence South $84^{\circ} 10'$ East 95 feet more or less to a point on the West bank of the Jordan River.

TO HAVE AND TO HOLD the same unto the said MOUNTAIN FUEL SUPPLY COMPANY, its successors and assigns forever, with the right of ingress to and egress from said right of way to maintain, operate, repair, inspect, protect, remove and replace the pipe lines, valves and other gas distribution facilities, or any part or parts thereof. The said Grantor to fully use the said premises except for the purpose for which this right of way and easement is granted, provided such use does not interfere with the pipe or pipe lines laid by Grantee or any other rights granted to Grantee hereunder, including among other things the right to an earth cover of at least twenty-four (24) inches in depth around and above any pipe or pipes laid. The Grantor shall not build or construct or permit to be built or constructed any building or other 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 other gas distribution facilities, said damages if not mutually agreed upon to be ascertained by three disinterested persons, one to be appointed by Grantor, one by Grantee, and the third by the two so appointed; provided, however, that no damages shall be payable for any work done upon said right of way by Grantee to and including the 31st day of December, 1957, such damages being included in the consideration of this Grant.

Upon application by the Grantor, Grantee agrees to make gas service available to Grantor at the main line subject to the rules and regulations on file with the Public Service Commission of Utah and in effect at the time of application. Such controls, rules and regulations shall in no way be deemed a failure of consideration for this Grant.

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

It is hereby understood that any parties securing this grant on behalf of Grantee are without authority to make any representations, covenants or agreements not herein expressed.

WITNESS the hand of said Grantor this 18th day of July, 1957.

Carter W. Bangster
Witness of

Eddie William Ernst
EDDIE WILLIAM ERNST

STATE OF UTAH)
 : ss
COUNTY OF SALT LAKE)

On the 18th day of July, 1957 personally appeared before me EDDIE WILLIAM ERNST a single man, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.

Arthur L. Yeager
Arthur L. Yeager, Notary Public

My Commission Expires October 5, 1958
Residing at Salt Lake City, Utah

