

134209

RIGHT OF WAY AND EASEMENT GRANT

kw 428-47-14

Owen T. Willey and Annie J. Willey, his wife, Grantor.s., 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 Two and No/100 DOLLARS, (\$2.00), receipt of which is hereby acknowledged, a right of way and easement sixteen (16) feet in width to lay, maintain, operate, repair, inspect, protect, remove and replace pipe lines, valves and valve boxes, and other gas distribution facilities and to erect, maintain, operate and remove telephone lines 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, Owen T. Willey and Annie J. Willey, his wife, located in part of the northwest quarter of section twenty-eight, Township four north, range one 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: as shown by red line running North 7° 42' East and 0 Four (4) feet West of and parallel to the red line running North 12° 36' West, said line located as shown in red on attached drawing, number 3327 referred to and incorporated herein by reference.

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, telephone lines 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 pipelines laid by the Grantee or any other rights granted to 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, but may use the same as a driveway 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, gas distribution facilities or telephone lines; said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by Grantor.s., one by the Grantee, and the third by the two so appointed.

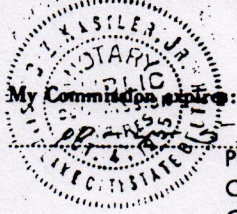
This right of way grant shall be binding upon the inure to the benefit of the successors and assigns of the Grantor.s. and the successors and assigns of the Grantee.

WITNESS the hand.s. of said Grantor.s. this 10th day of November, 1953

Owen T. Willey
Owen T. Willey
Annie J. Willey
Annie J. Willey
Arthur L. Yeager
Witness

STATE OF UTAH
County of Davis

On the 10th day of November, 1953, personally appeared before me Owen T. Willey and Annie J. Willey, his wife, the signer.s. of the foregoing instrument, who duly acknowledged to me that h.e.y. executed the same.



[Signature]
Notary Public

Platted Abstracted
On Margin Indexed
Compared Entered

Reading at Sheet Rock City, Utah

