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Recorded at Mountain Fuel Supply Co. at 11.099 M Fee per 110  
RIGHT OF WAY GRANT  
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NOV 19 1947

48-274-24025

Heber J. Smith, Leonard Smith & Alma F. Smith, Grantors, of Trustees for the Estate of Heber A. Smith Salt Lake County, State of Utah, do hereby convey and warrant to MOUNTAIN FUEL SUPPLY COMPANY, a corporation of the State of Utah, Grantee, for the sum of Fifty-two and 50/100 Dollars, (\$52.50), receipt of which is hereby acknowledged, a right of way and easement sixteen (16) feet in width to lay, maintain, operate, repair, remove and replace pipe lines, gates and gate-boxes for transportation of gas and to erect, maintain, operate and remove telegraph and telephone lines through and across the following

described land and premises in Salt Lake County, State of Utah, to-wit:

The E $\frac{1}{2}$  of the NW $\frac{1}{4}$  and the NW $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Sec. 28, T. 3 S., R. 1 E., S.L.B.&M.

the center line of which said right of way shall extend through and across the above described land and premises as follows, to-wit: Beginning at a point on the East Property line of 17th East Street; said point being West 72.8' ft, more or less, and S 9° 38' 30" W. 281.7' ft, more or less, from the North Quarter Corner of said Sec. 28; thence S 9° 38' 30" W. 1899.2' ft; thence S 19° 10' 30" E., 1284.7' ft; thence S 27° 30' 30" E., 275.4' ft, more or less, to the East Line of the SW $\frac{1}{4}$  of said Sec. 28.

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, remove and replace the same 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 rights granted to Grantee hereunder. 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 gates or gate-boxes or telegraph and telephone lines; said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by Grantors, one by the Grantee, and the third by the two so appointed. Should more than one pipe line be laid under this grant at a subsequent time, Grantee agrees to pay to Grantors, damages which may arise to crops or fences resulting therefrom, to be determined, if not mutually agreed upon as above provided.

This right of way grant shall be binding upon and enure to the benefit of the executors, administrators, heirs and assigns of the Grantors, and the successors and assigns of the Grantee.

WITNESS the hands of said Grantors this 25th day of August, 1947.

Heber J. Smith  
Leonard F. Smith

STATE OF UTAH )  
COUNTY OF Salt Lake ) SS.

TRUSTEES FOR THE ESTATE OF HEBER A. SMITH.

On the 25th day of August, 1947, personally appeared before

me Heber J. Smith, Leonard F. Smith, Alma F. Smith, the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.



Jov. L. Mabey  
Notary Public

Residing at Clearfield, Utah