

1549820

Recorded at Request of HELMUTH FREDERICKSON JUL 11 1957
at 9:18 A.M Fee paid \$ 2.80 Hazel Taggart Chase, Recorder Salt Lake County, UtahBy Geo. F. Fudakawa Dep. Rec.

BOOK 1433 PAGE 205

RIGHT OF WAY AND EASEMENT GRANT

THOMAS E. JEREMY and REBECCA D. JEREMY, his wife, Grantors, of Salt Lake 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 One Hundred and Eleven Dollars (\$111.00) 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 Salt Lake, State of Utah, to-wit:

The land of the Grantors, located in the Northeast Quarter of Section 9, Township 1 North, Range 1 West, Salt Lake Base and Meridian; and the Southeast quarter of Section 4, 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 above described land and premises as follows, to-wit:

Beginning at a point on the North property line of 3300 North Street and 10 feet West of the West property line of the old Redwood Road, said point being approximately 1,799.2 feet West and 1,431.3 feet North of the East quarter corner of said Section 9, thence North $0^{\circ} 7'$ West 1,824.3 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 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 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 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.

Grantee agrees that should Grantee replace the present ten (10) inch pipeline lying to the west of the above described right of way, Grantee will reconstruct said ten (10) inch line within the above described right of way, and upon completion of such reconstruction, Grantee will quit claim to Grantors that portion only of Grantee's right of way (dated March 11, 1929 and recorded in the office of the County Recorder of Salt Lake County, Utah in Book 44 of Leases and Leases at pages 458-459) from which said ten (10) inch line is so relocated.

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.

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

WITNESS the hands of said Grantors this 8th day of July, 1957.

Thomas E. Jeremy
Thomas E. Jeremy

Arthur L. Yeager
Witness

Rebecca D. Jeremy
Rebecca D. Jeremy

STATE OF UTAH)
 : ss
County of Salt Lake)

On the 8th day of July, 1957, personally appeared before me Thomas E. Jeremy and Rebecca D. Jeremy, his wife, the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

Arthur L. Yeager
Notary Public

My commission expires:
October 5, 1958.

Residing at Salt Lake City, Utah.