

KAYSVILLE CITY, a body corporate and politic of the State of Utah, Grantor, does hereby convey and quit claim to MOUNTAIN FUEL SUPPLY COMPANY, a Corporation of the State of Utah, Grantee, its successors and assigns, for the sum of ONE DOLLAR (\$1.00) and other good and valuable considerations, 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, valve boxes and other gas distribution facilities through and across the following described land and premises situated in Davis County, State of Utah, to-wit:

The land of the Grantor, located in the Northwest quarter of Section 36, Township 4 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 599.10 feet South and 1,317.13 feet East from the Northwest corner of said Section 36, thence North 51° 59' East 90 feet.

TO HAVE AND TO HOLD the same unto the said Mountain Fuel Supply Company, its successors and assigns, so long as such pipe line or lines, valves or valve boxes and other gas distribution facilities shall be maintained, with the right of ingress and egress to and from said right of way to maintain, operate, repair, inspect, protect, remove and replace the same. The said Grantor to fully use the said premises except for the purposes for which this right of way and easement is granted to the said Grantee, 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 Grantor shall not build or construct nor permit to be built or constructed any building or other improvement over or across said right of way. 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.

By acceptance of this right of way and easement grant, Grantee agrees to indemnify and save harmless Kaysville City Corporation from any and all loss, damage, expense, claims or demands resulting from negligence of Grantee in the construction, repair, maintenance, replacement or operation of Grantee's facilities hereunder.

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.

IN WITNESS WHEREOF the Grantor has caused its corporate name and seal to be hereinto affixed this 30th day of November, 1960

KAYSVILLE CITY CORPORATION

By J. Clifton Linford
Mayor

ATTEST:

Josephine Leavitt

STATE OF UTAH)
: SS.
County of Davis)

On the 30th day of November, 1960, personally appeared before me J. Clifton Linford and Josephine Leavitt, who being duly sworn, did say that they are the Mayor and Clerk, respectively, of Kaysville City Corporation, and that the foregoing instrument was signed on behalf of said corporation by authority of a resolution of its Board of City Commissioners of Kaysville City, and said J. Clifton Linford and Josephine Leavitt acknowledged to me that said corporation duly executed the same.

My commission expires:

WILLIAM R. NEWCOMB

Notary Public, State of Utah
My Commission Expires April 1, 1961

William R. Newcomb
Notary Public

Residing at _____

Recorded at request of Mountain Fuel Supply Co.
Date DEC 2 1960
By Sharon H. Bybee Deputy Book 198
at 11 51 A. M. EMILY T. ELDRIDGE Recorder Davis County Page 606
Fee Paid 2.00

Platted
On Margin
Compared
Abstracted
Indexed
Entered