

RIGHT OF WAY AND EASEMENT GRANT

Archie S. Hill and Elva H. Hill, his wife, Grantors, of Cache 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 Fifty One and 00/100 DOLLARS (\$51.00) and other good and valuable considerations, receipt of which is hereby acknowledged, a right of way and easement thirty (30) 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 the County of Cache, State of Utah, to-wit:

The land of the Grantors, located in the Southeast quarter of the Southeast quarter of Section 35, Township 11 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 697.23 feet North and 1,150.79 feet West from the Southeast corner of said Section 35, thence North 63° 27' East 826.2 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 Grantors 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 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.

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. 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 hand.s. of said Grantors, this 20th day of February, 1961.

Archie S. Hill
Archie S. Hill

Elva H. Hill
Elva H. Hill

Arthur L. Yeager
Witness

STATE OF UTAH } ss.
COUNTY OF CACHE }
FILED AND RECORDED FOR
A.L. Yeager
FEB 23 2 12 PM '61

307265

\$2.00

IN BOOK 51 OF RECORD
PAGE 225
GHETTA B. SMITH
COUNTY RECORDER
DEPUTY
B. Roth

STATE OF UTAH }
County of Cache } ss.

On the 20th day of February, 1961, personally appeared before me *Archie S. Hill and Elva H. Hill his wife*, the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

Arthur L. Yeager
Notary Public

Residing at *Logan, Utah*

