

4233

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, hereinafter referred to as Grantor, for and in consideration of the sum of TEN DOLLARS and other considerations, to the undersigned in hand paid by UTAH NATURAL GAS COMPANY, a Corporation, hereinafter called Grantee, the receipt of which is hereby acknowledged, does hereby grant, sell and convey unto said Grantee, its successors and assigns, a right-of-way and easement to construct, maintain and operate a pipe line with appurtenances thereto, and road, all of which are hereinafter collectively called the "facilities", over and through the hereinafter described property, approximately along the line designated by survey heretofore made or hereafter to be made by the Grantee, through and over the said property on a right-of-way 60 feet in width.

This grant shall carry with it the right of ingress and egress to and from the said right-of-way, with the right to use existing roads, for the purpose of constructing, inspecting, repairing and maintaining the facilities and the removal or replacement of same at will, either in whole or in part.

TO HAVE AND TO HOLD the above described rights and easements, together with all rights necessary to operate and maintain the facilities over the right-of-way hereby granted unto the said Grantee, its successors and assigns, and the Grantee may assign the rights and easements herein granted, either in whole or in part, subject to the terms of this grant, and such rights and easements shall be covenants running with the title to said premises and be binding upon Grantor, his heirs, legal representatives and successors in title.

Grantee may at any time, and upon permanent abandonment of the right-of-way and removal of all improvements constructed thereon, shall execute and record a reconveyance and release hereof, whereupon this agreement and all rights and privileges herein mutually granted shall be fully cancelled and terminated.

The said Grantor reserves the right to full use and enjoyment of said premises except for the purposes herein granted but such use shall not hinder, conflict or interfere with the exercise of Grantee's rights hereunder, and no building, reservoir or structure shall be constructed within 30 feet of said pipe line without Grantee's written consent.

The Grantee agrees that, without Grantor's consent, no road will be constructed over any land which is in cultivation, and Grantee agrees to remove the roadway from uncultivated land subsequently placed in cultivation on written request therefor.

Grantee shall bury all pipe lines to a sufficient depth so as not to interfere with the cultivation of the soil.

Grantee shall pay all damages which are caused by the exercise of the rights herein granted. It is mutually understood and agreed that in the event any dispute arises relative to the amount of damages suffered, which are caused by the exercise of the rights granted, said damage, if not mutually agreed upon, shall be ascertained and determined by three disinterested persons, one to be appointed by the Grantor, or by the person or persons claiming an interest in the land derived from Grantor, one by the Grantee, and the third person by the two persons before mentioned, and the decision of the arbitrators thus selected shall be final and conclusive.

There is hereby granted to the Grantee herein the right to construct, maintain and operate on the above described right-of-way additional pipe lines, the same to run parallel with and adjacent to the pipe line above referred to, and in the event Grantee exercises this right to lay an additional pipe line or lines, the Grantee shall pay the Grantor the sum of \$50.00 ~~per linear foot~~ for each additional pipe line so laid, as well as all said damages caused by the construction thereof, and be entitled to the same rights for the additional line or lines as is herewith granted for the first line to be constructed.

E.R.M.
The Grantor represents and warrants that he is the owner in fee simple of the land hereinafter described, subject only to outstanding mortgages, if any, now of record in said county.

It is hereby understood that the parties securing this grant in behalf of the Grantee are without authority to make any covenant or agreement not herein expressed.

DESCRIPTION OF PROPERTY SITUATED IN UTAH COUNTY, UTAH

Sec. -or- -Lot-	Township	Rng.-or-Blk-	B. & M.-or-Survey-
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A portion of Section 5, T. 8 S., R. 3 E., Salt Lake Meridian, more particularly described as follows:

Commencing 19.79 chains South and 5.35 chains East from NW corner of the NE¹ of Sec. 5, T. 8 S., R. 3 E., Salt Lake Meridian; thence East 0° 40' South 10.00 chains; South 0° 40' West 5.00 chains; West 0° 40' North 10.00 chains; North 0° 40' East 5.00 chains to place of beginning.

Grantee has entered into an agreement with a Distribution Company for the purpose of supplying Grantor with natural gas for his domestic use and pumping purposes only. Upon written application to Grantee at Salt Lake City, Utah, the Grantee will make one tap on a gas pipe line constructed on Grantor's said premises and cause gas to be furnished to Grantor by said Distribution Company. The gas shall be furnished and measured at the main line of Grantee at rates and under the rules and regulations established by said Distribution Company. A purchaser of all, but not a part, of the above described land shall succeed to Grantor's right granted in this paragraph.

WITNESS THE EXECUTION HEREOF the 3rd day of April 1953 A. D.

by Eunice R. McKenzie

WITNESSES:

Spencer L. Haycock

Eunice R. McKenzie

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Acknowledgments

STATE OF UTAH,
County of Utah } SS.

On the 3rd day of April, 1953, personally appeared before
me Erinice R. McKenzie and
the signers of the above instrument, who duly acknowledged to me that he executed the same.



STATE OF UTAH
COUNTY OF SALT LAKE } SS.

George R. Bird
NOTARY PUBLIC
Residing at Gauntlet, Utah

On this day of 1953, before me personally appeared
personally known to me to be the same person whose name is subscribed to the above instrument as a witness thereto, who, being by me duly sworn, deposed and said that he resides in County of and the State of; that he was present and saw personally known to him to be the signer of the above instrument as a part thereto, sign and deliver the same, and heard acknowledge that executed the same, and that he, the deponent, thereupon signed his name as a subscribing witness thereto at the request of the said
.....

WITNESS my hand and notarial seal.

My commission expires

Notary Public

Residing at

Line Clear Creek to Provo

W/O Dwg. 100.1-9

Grant File R/L 53000 UT

ENTRY NO. 4233
FILE NUMBER 4233
BOOK PAGE
THELMA WEST UTAH COUNTY RECORDER
Helma West Deputy
APR 13 2 44 PM '53

ABSTRACTED	SEC.
PROOF READ	TP
INDEXED	R
MAY 10 1953	