

BOX ELDER COUNTY  
STATE OF UTAH

Aug. 1, 1957

1957

3:00 PM

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431

ss RECORDED

RIGHT OF WAY AND EASEMENT GRANT

RECORDED BY Sadie D. Jensen

Deputy

Fee \$2.40

Merlin N. Cook and Lyma B. Cook (his wife) and Stella B. Cook (widow) Grantors, of Box Elder 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 Twenty One DOLLARS (\$171.00) 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 and valve boxes, and other gas distribution facilities through and across the following described land and premises situated in the County of Box Elder, State of Utah, to-wit:

The land of the Grantors, located in the Northeast quarter of Section 26, Township 8 North, Range 2 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 approximately 1135 feet West of the East quarter corner of said Section 26, thence North 24° 34' East 194 feet, thence North 0° 05' East 2540 feet to the North line of said Section 26.

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 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, 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.

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 of said Grantors this 9<sup>th</sup> day of July, 1957

Merlin N. Cook  
Merlin N. Cook

Lyma B. Cook

Stella B. Cook

STATE OF UTAH

County of Box Elder ss

On the 9<sup>th</sup> day of July, 1957 personally appeared before me Merlin N. Cook and Lyma B. Cook (his wife) and Stella B. Cook (a widow), the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.

Sadie D. Jensen  
Notary Public

Residing at Salt Lake City, Utah

Notary Public 9 of Dec 1957 26-8-2

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