

RIGHT OF WAY AND EASEMENT GRANT

BLANCH BURCH LIFE ESTATE, BLANCH BURCH, A/K/A BLANCH B. BURCH
DEAN O. BURCH AND ELAINE BURCH, HIS WIFE;

Grantor(s), of Weber 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 AND NO/100 DOLLARS (\$1.00) and other good and valuable considerations, receipt of which is hereby acknowledged, a right of way and easement 10.0 feet in width to lay, maintain, operate, repair, inspect, protect, remove and replace pipe lines, valves, valve boxes and other gas transmission and distribution facilities (hereinafter collectively called "facilities") through and across the following described land and premises situated in the County of Weber, State of Utah, to-wit:

Land of the Grantors located in the Southwest Quarter of Section 5, Township 5 North, Range 1 West, Salt Lake Base and Meridian; Burch addition in South Ogden City;

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 located North 0° 58' West 55.0 feet from the Southwest Corner of Lot 5, Block 2, Burch addition, South Ogden City, in said Section 5, and running thence South 83° 42' 30" East 150.0 feet more or less to West property line of Wall Avenue.

TO HAVE AND TO HOLD the same unto the said Mountain Fuel Supply Company, its successors and assigns, so long as such 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. During temporary periods Grantee may use such portion of the property along and adjacent to said right of way as may be reasonably necessary in connection with construction, maintenance, repair, removal or replacement of the facilities. The said Grantors shall have the right to 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 facilities or any other rights granted to the Grantee hereunder.

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, nor change the contour thereof without written consent of Grantee. This right of way grant shall be binding upon and inure to the benefit of the successors and assigns of Grantor(s) and the successors and assigns of the Grantee, and may be assigned in whole or in part by 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 execution hereof this 17th day of December, 1981.

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Witness
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Witness

BLANCH BURCH LIFE ESTATE
Blanche B. Burch
BLANCH BURCH
Dean O. Burch
DEAN O. BURCH
Elaine Burch
ELAINE BURCH

STATE OF UTAH
County of WEBER ss.

On the 17th day of December, 1981, personally appeared before me Blanch Burch, Dean O. Burch, Elaine Burch,

the signers of the foregoing instrument, who duly acknowledged to me that they executed the same

My Commission expires: 4/22/84

[Signature]
850519
DEPUTY Notary Public
Residing at Ogden, Utah

JAN 13 1982

RR-1 SL 5-61

FILED IN RECORDS FOR
Mt. Fuel Supply

PLATTED VERIFIED
ENTERED MICROFILMED

05-140-0012

RETURN TO:
MOUNTAIN FUEL SUPPLY COMPANY
P.O. BOX 1328
SALT LAKE CITY, UTAH
ATTENTION: JAMES JOHNSON