

Recorded at request of Mt. Fuel Fee Paid \$6.50
Date SEP 19 1977 at 1:00 P.M. MARGUERITE S. BOURNE Recorder Davis County
by L. Dull Manning Deputy Book 669 Page 219

RIGHT OF WAY AND EASEMENT GRANT

ME 28-4N-1W

473211

LEGRANDE H. SIMMONS and COLEEN O. SIMMONS, his wife, Grantors, of Davis 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 to lay, maintain, operate, repair, inspect, protect, remove and replace pipelines, valves, valve boxes and other gas transmission and distribution facilities (hereinafter collectively called "facilities"), said right of way being situated in the County of Davis, State of Utah, and more particularly described as follows, to-wit:

Beginning at a point 754.47 feet South and 1237.53 feet West from the Northeast corner of Section 28, Township 4 North, Range 1 West, Salt Lake Base and Meridian, thence S.1°40'E. 7.88 feet, thence S.88°54'W. 143.9 feet, thence S.25°25'E. 21.95 feet, thence N.88°54'E. 148.44 feet, thence N.1°06'W. 11.95 feet, thence N.88°54'E. 520.0 feet, thence N.1°06'W. 16.0 feet, thence S.88°54'W. 534.10 feet to point of beginning.

ME 28

Beginning also at a point 753.47 feet South and 1185.09 feet West from the Northeast corner of Section 28, Township 4 North, Range 1 West, Salt Lake Base and Meridian, thence N.88°54'E. 14.0 feet, thence N.1°55'48"W. 200.0 feet, thence S.88°04'12"W. 5.0 feet, thence N.1°55'48"W. 222.0 feet, thence S.88°04'12"W. 16.0 feet, thence S.1°55'48"E. 238.0 feet, thence N.88°04'12"E. 7.0 feet, thence S.1°55'48"E. 183.77 feet to the point of beginning.

ME 28

Beginning also at a point 749.95 feet South and 1001.92 feet West from the Northeast corner of Section 28, Township 4 North, Range 1 West, Salt Lake Base and Meridian, thence N.88°54'E. 13.0 feet, thence N.1°50'12"W. 565.0 feet, thence S.88°09'48"W. 13.0 feet, thence S.1°50'12"E. 564.79 feet to the point of beginning.

ME 28

Beginning also at a point 748.07 feet South and 903.73 feet West from the Northeast corner of Section 28, Township 4 North, Range 1 West, Salt Lake Base and Meridian, thence N.88°54'E. 16.0 feet, thence N.1°40'08"W. 400.0 feet, thence S.88°19'52"W. 16.0 feet, thence S.1°40'08"E. 399.84 feet to the point of beginning.

ME 28

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 across any part of said right of way and easement, any or all of which may be done at any time or times by the Grantee or its agents without liability to Grantors or other parties for compensation or for damages to oil mat, curbs, gutters and shrubberies. 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.

See Certificate of Plats in Book 677 Page 868

- Abstracted
- Indexed
- Entered
- Platted
- On Margin
- Compared

Mt Fuel
% Rev. A. B. ...
PO Box 11368
SAC 84139

220

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 Grantors 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 18th day of August, 1977.

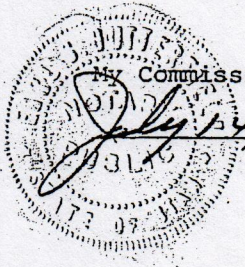
Legrande H. Simmons
Legrande H. Simmons
Coleen O. Simmons
Coleen O. Simmons

STATE OF UTAH)
County of Davis) ss.

On the 18th day of August, 1977, personally appeared before me Legrande H. Simmons & Coleen O. Simmons, his wife, the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

Earl Butterfield
Notary Public

Residing at Midvale, Utah



My Commission Expires:

July 14, 1981