

RIGHT OF WAY AND EASEMENT GRANT

A. TERTELING and SONS, INCORPORATED

Bountiful Block 38
Plot 77

, a Corporation of the State of

Idaho, the Grantor, does 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 ten (10) 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 Davis County, State of Utah, to-wit:

The land of the Grantor, located in the Southwest quarter of Section 30, Township 2 North, Range 1 East, 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 1251.14 feet North and 1019.86 feet East from the Southwest corner of said Section 30, thence South 31° 13' West 191 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 Grantor, 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 Grantor 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 Grantor 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.

IN WITNESS WHEREOF the Grantor has caused its corporate name and seal to be hereunto affixed this 14th day of November, 1958.

ATTEST:

J. A. TERTELING and SONS, INCORPORATED

R. G. Bader, Secy.

By M. L. Terteling, Pres.

STATE OF IDAHO

County of Ada ss.

On the 14th day of November, 1958, personally appeared before me N. L. Terteling and R. G. Bader, who being duly sworn, did say that they are the President and Secretary respectively, of J. A. Terteling & Sons, Inc., and that the foregoing instrument was signed on behalf of said corporation by authority of a resolution of its BOARD OF DIRECTORS its By-Laws, and said N. L. Terteling and R. G. Bader acknowledged to me that said corporation duly executed the same.

My Commission expires:

Dec. 19, 1960

Solicitor clause not applicable

Mary P. Bowers
Notary Public

Residing at Boise, Idaho