

Recorded at request of *Mountain Fuel Supply Co.* *File No. 2-000*
Date **APR 27 1964** at **2 FJA** by **EMILY A. ELOREDGE** Recorder Davis County
By *Joseph R. Byler* Deputy Clerk **291** Page **229** *Tex. 11-197-103*

266528 RIGHT OF WAY AND EASEMENT GRANT 229

E. H. J., INCORPORATED

a Corporation of the State of **Utah**, 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 **twenty (20)** 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 **Davis County, State of Utah**, to-wit:

The land of the Grantor, located in the Southeast quarter of Section 11, Township 4 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 on Grantor's South line, said point being North 33.83 feet and West 1,441.39 feet from the Southeast corner of said Section 11, thence North $31^{\circ} 58' 30''$ West 1,009.02 feet, thence North $76^{\circ} 58' 30''$ West 34.14 feet to the North line of Grantor's property.

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 Grantor 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 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, 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 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.

IN WITNESS WHEREOF the Grantor has caused its corporate name and seal to be hereunto affixed this **21st** day of **April**, **1964**.

ATTEST:

C. F. Evans
(SEAL) **Secretary**

E. H. J., INCORPORATED

By *W. J. Tracy* **President**

STATE OF UTAH

County of **SALT LAKE** } ss.

On the **21st** day of **April**, **1964**, personally appeared before me **M. L. Jolley** and **C. F. Evans**, who being duly sworn, did say that they are the **PRESIDENT** and **SECRETARY**, respectively, of **E. H. J. INC.**

and that the foregoing instrument was signed on behalf of said corporation by authority of a resolution of its Board of Directors, ~~and~~ its By-Laws, and said **M. L. Jolley** and **C. F. Evans** acknowledged to me that said corporation duly executed the same.

My Commission expires:

March 15, 1965

*Strike-clause not applicable.

1964 SE 641

Jack A. Wadding
Notary Public

Residing at **Salt Lake City**