

788933

# RIGHT OF WAY AND EASEMENT GRANT

CHRISTIAN S. FONNESBECK and SYDNEY R. FONNESBECK, his wife  
 Grantor s, of Salt Lake 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 12 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 Salt Lake, State of Utah, to-wit:

Land of the Grantors' located in Lots 1 and 4, Block 70, Plat "D", Salt Lake City Survey,

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 45.0 feet South of the Northeast corner of said Lot 1, Block 70, Plat "D", Salt Lake City Survey, thence West 57.0 feet, thence N.33°30'W. 124 feet, thence West 20.0 feet.

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 s 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 s 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 5<sup>th</sup> day of January, 1976.

*Christian S. Fannesbeck*  
 Christian S. Fannesbeck

Witness  
*Sydney R. Fannesbeck*  
 Sydney R. Fannesbeck

Recorded at Request of MOUNTAIN FUEL SUPPLY CO.  
 Witness J.P. in Fee Paid \$ 200  
 Salt Lake County, Utah, By Patricia R. Brown Dept. Date FEB 25 1976  
 Patricia Brown

STATE OF UTAH  
 County of Salt Lake ss.

On the 5<sup>th</sup> day of January, 1976, personally appeared before me Christian S. Fannesbeck & Sydney R. Fannesbeck, his wife, the signer s of the foregoing instrument, who duly acknowledged to me that they executed the same.

My Commission expires:  
 July 14, 1977  
 Notary Public Seal

*Carl S. ...*  
 Notary Public  
 Residing at ...

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