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Recorded at request of Mountain Fuel Supply Co. Fee Paid \$ 2.00
Date MAY 2 1966 at 142 p JULY T. ELDREDGE Recorder Davis County
By [Signature] Deputy Clerk 343 Page 394

298154

RIGHT OF WAY AND EASEMENT GRANT

BOARD OF EDUCATION, DAVIS COUNTY SCHOOL DISTRICT

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 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"); said right of way being situated in the County of Davis, State of Utah, and more particularly described as follows, to-wit:

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

Beginning at a point on the East line of Linda Vista Subdivision #2, said point being 992.51 feet West and 1,181.58 feet South from the East quarter corner of Section 23, Township 5 North, Range 2 West, Salt Lake Base and Meridian, thence South along the East line of said Subdivision 33 feet, thence East 130 feet, thence South 106 feet, thence East 2 feet, thence South 14 feet, thence East 31 feet, thence North 153 feet, thence West 163 feet to the point of beginning.

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 21 day of April, 1966.

ATTEST: BOARD OF EDUCATION, DAVIS COUNTY SCHOOL DISTRICT

[Signature] Secretary By [Signature] President

STATE OF UTAH
County of Davis } ss.

On the 21st day of April, 1966, personally appeared before me [Signature] and [Signature], who being duly sworn, did say that they are the President and Secretary, respectively, of Board of Education, Davis County School District, and that the foregoing instrument was signed on behalf of said corporation by authority of a resolution of its Board of Directors, ~~TO HAVE AND TO HOLD~~ and said [Signature] and [Signature] acknowledged to me that said corporation duly executed the same.

My Commission expires:

November 1, 1967

[Signature]
Notary Public
Residing at Salt Lake

*Strike clause not applicable.