

RIGHT OF WAY AND EASEMENT GRANT

SOUTH DAVIS COUNTY WATER IMPROVEMENT DISTRICT, a Body Politic

~~Ernestine Sueden~~ 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:

Beginning at a point 332.60 feet South and 467 feet West from the North-east corner of Section 6, Township 1 North, Range 1 East, Salt Lake Base and Meridian, thence South 41° 19' East 51.35 feet, thence South 68° 15' 45" East 243.23 feet, thence South 51° 04' 30" East 449.63 feet, thence South 46° 36' 15" East 394.23 feet, thence South 25° 48' East 281.28 feet, thence North 37° 26' East 44.80 feet, thence North 25° 48' West 268.44 feet, thence North 46° 36' 15" West 403.13 feet, thence North 51° 04' 30" West 457.24 feet, thence North 68° 15' 45" West 253.09 feet, thence West 45.17 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 21st day of October, 19 68.

ATTEST: Ernestine Sueden Secretary By Van L. Snow President

STATE OF UTAH
 County of Salt Lake } ss.

On the 31st day of October, 19 68 personally appeared before me Van L. Snow and J. W. Hess who being duly sworn, did say that they are the President and Secretary, respectively, of South Davis County Water Improvement District

and that the foregoing instrument was signed on behalf of said corporation by authority of a resolution of its Board of Directors, (~~or its By-Laws~~) and said Van L. Snow and J. W. Hess acknowledged to me that said corporation duly executed the same.

My Commission expires: April 18, 1972 Ernestine Sueden Notary Public
 Residing at 1942 Hubbard Avenue
Salt Lake City, Utah

*Strike clause not applicable.
 RW-4 SL 1-37