

Woodland Gardens B. 7, 8, 9

244

Recorded at request of Mountain Fuel Supply Co. Fee Paid \$2.40
Date DEC 13 1971 at 11:00 AM MARGUERITE S. BOURNE Recorder Davis County
BY *Margaret Sweden* Deputy Book 474 Page 244

359043

RIGHT OF WAY AND EASEMENT GRANT

John E. Runyan and Lela Runyan, 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 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 the Southwest corner of Lot 7, Woodland Gardens, Plat "B" in Sections 30 and 31, Township 2 North, Range 1 East, Salt Lake Base and Meridian, thence North 0° 01' 30" East 150.62 feet, thence on a curve to the right with a radius of 142.79 feet and a central angle of 6° 28' 38" Easterly for a distance of 16.14 feet, thence South 0° 01' 30" West 142.17 feet, thence South 89° 58' 30" East 54.13 feet, thence South 26° 50' 30" West 6.72 feet, thence North 89° 58' 30" West 67.50 feet to the point of beginning.

Also, beginning at the Southwest corner of Lot 8, Woodland Gardens, Plat "B", thence North 0° 01' 30" East 115 feet, thence South 89° 58' 30" East 67.50 feet, thence South 63° 09' 30" East 13.30 feet, thence North 89° 58' 30" West 62.33 feet, thence South 0° 01' 30" West 109 feet, thence North 89° 58' 30" West 19 feet to the point of beginning.

Also, beginning at a point at the Northwest corner of Lot 9, Woodland Gardens, Plat "B", thence South 0° 01' 30" West 25 feet, thence North 89° 56' 30" East 19 feet, thence North 0° 01' 30" East 25 feet, thence South 89° 56' 30" West 19 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.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 3rd day of December, 1971.

Margaret Sweden
Witness

John E. Runyan
John E. Runyan

Lela Runyan
Lela Runyan

STATE OF UTAH
County of Salt Lake } ss.

On the 3rd day of December, 1971, personally appeared before me *John E. Runyan + Lela Runyan*

the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

My Commission expires: *5-14-72*
Margaret Sweden
Notary Public

Residing at *Salt Lake City, Utah*