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1941-2-7710

# RIGHT OF WAY AND EASEMENT GRANT

Alan F. Holbrook and Marilyn M. Holbrook, his wife  
Rodney W. Gibson and Ramona M. Gibson, his wife

Grantor, s. of Davis 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 sixteen 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 Davis, State of Utah, to-wit: The land of the Grantors located in the North half of Block "L", North Mill Creek Plat Bountiful Townsite Survey, a part of Section 30, Township 2 North, Range 1 East, 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 351.32 feet South and 374.31 feet West from the monument on 100 East Street and 500 South Street, said point being 318.32 feet South and 174.31 feet West from the Northeast corner of said Block "L", thence South 6° 52' 15" West 350 feet, thence North 75° 37' 45" West 170 feet, more or less, to the West line of Grantors' property.

Also, beginning on the East line of above right of way at a point 479.48 feet South and 381.70 feet West from the monument of 100 East Street and 500 South Street, said point being South 446.48 feet and West 181.70 feet from the Northeast corner of said Block "L", thence South 75° 10' East 166.92 feet, thence South 14° 50' West 50 feet, thence South 33° 20' West 48 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 20th day of April, 19...72

Alan F. Holbrook  
Alan F. Holbrook  
Marilyn M. Holbrook  
Marilyn M. Holbrook  
Rodney W. Gibson  
Rodney W. Gibson  
Ramona M. Gibson  
Ramona M. Gibson

Witness  
Witness

Accepted by Mountain Fuel Supply Co  
Date MAY 12 1972  
at Salt Lake City  
486

Compared  Indexed

STATE OF UTAH

County of DAVIS

On the 20<sup>th</sup> day of April, 1972, personally appeared before me ALAN F. HOLBROOK, MARILYN M. HOLBROOK his wife, & RODNEY W. GIBSON & RAMONA M. GIBSON his wife. the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

My Commission expires: Sept 19, 1972

M. K. Alexander  
Notary Public  
Residing at Bountiful Utah.

