

## RIGHT OF WAY AND EASEMENT GRANT

WAYNE L. SMITH AND JOYCE H. SMITH, his wife  
Grantor.s, of Cache 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 acknowl-  
edged, a right of way and easement 10.0 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 Cache, State of Utah, to-wit:

Land of the Grantors located in Lots 3 and 6, Block 43, Plat  
"A", Logan City Survey, Northwest Quarter of Section 33,  
Township 12 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 54.5 feet East of the Southwest corner of  
said Lot 3, Block 43; thence North 385.0 feet.

TO HAVE AND TO HOLD the same unto the said Mountain Fuel Supply Company, its suc-  
cessors 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, re-  
moval or replacement of the facilities. The said Grantor.s... shall have the right to use the said prem-  
ises 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 writ-  
ten 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 23<sup>rd</sup> day of September, 1977.

Witness

Wayne L. Smith

Joyce H. Smith

STATE OF UTAH } ss  
COUNTY OF CACHE } ss  
FILED AND RECORDED FOR  
MOUNTAIN FUEL SUPPLY CO.  
Nov 25 3:34 PM '77

Witness

FEE \$4.00

GRETTA B. SMITH  
COUNTY RECORDER  
DEPUTY D. B. B.

STATE OF UTAH  
County of Cache } ss

On the 23<sup>rd</sup> day of September, 1977, personally appeared  
before me WAYNE L. SMITH AND JOYCE H. SMITH AKA JOYCE  
W. SMITH, HIS WIFE  
the signor.s of the foregoing instrument, who duly acknowledged to me that they executed the same.

My Commission expires:

Aug 1, 1980

RW-1 SL 5-61

Residing at Logan, Utah

