

**RIGHT OF WAY AND EASEMENT GRANT**  
**545748**

*7W 13-21-1W*

TIMOTHY PROVAN and RHEA PROVAN, his wife  
Grantors, 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 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 West 1008.00 feet and North 989.77 feet from the center of Section 13, Township 4 North, Range 1 West, Salt Lake Base and Meridian, thence West 542.96 feet, thence South 6 feet, thence East 542.96 feet, thence North 6 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.

WITNESS the execution hereof this 18 day of July, 1979

*Timothy Provan*  
Timothy Provan

*Rhea Provan*  
Rhea Provan

Abstracted  
 Indexed  
 Entered

Witness

Witness

Witness

Platted  
On Margin  
Compared

STATE OF UTAH  
County of Salt Lake } ss.

On the 18th day of July, 1979, personally appeared before me Timothy & Rhea Provan

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

My Commission expires: July 9, 1983  
*Douglas L. Day*  
Notary Public

Residing at S.L.C.