

# RIGHT OF WAY AND EASEMENT GRANT 381 551596

NW-36-4N-1W

JOHN FOREST and INEZ F. BARKER and JAMES D. MORGAN and FAWN B. MORGAN 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 16.0 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 Davis, State of Utah, to-wit:

Land of the Grantors located in the Northwest Quarter, Section 36, Township 4 North, Range 1 West, 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 North 308.08 feet and East 858.45 feet from the West Quarter corner of said Section 36; thence, N.67°56'52"E., 283.04 feet; thence, N.69°58'21"E., 190.00 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 Grantors 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 Grantors 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 Grantors 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 29th day of Oct., 1979.

Recorded at request of *Mt. Fuel Supply Co.*  
Date *NOV 28 1979*  
By *Carol Dean Page*  
Fee Paid \$ *5.00*  
Recorder Davis County  
Deputy Book *803*  
Page *338*

Abstracted   
Indexed   
Entered

Plotted   
On Margin   
Compared

*John Forest Barker*  
JOHN FOREST

*Inez F. Barker*  
INEZ F. BARKER

*James D. Morgan*  
JAMES D. MORGAN

*Fawn B. Morgan*  
FAWN B. MORGAN

Witness

Witness

STATE OF UTAH  
County of Salt Lake } ss.

On the 29th day of Oct., 1979, personally appeared before me John Forest Barker, Inez F. Barker, James D. Morgan and Fawn B. Morgan

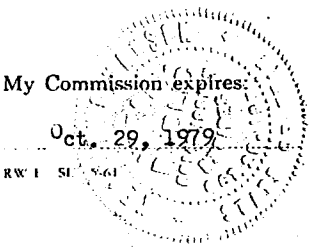
the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

My Commission expires

Oct. 29, 1979

*Kenneth A. Horn*  
Notary Public

Residing at Salt Lake City, Utah



*M. J. Supply*  
*P.O. Box 11368*  
*att: John Lopez*  
SLC 8409