

571806 *Mount Front Land Park Ariz 718*
RIGHT OF WAY AND EASEMENT GRANT

Recorded at request of *Mtn. Fuel Supply Co.*
Date *AUG 19 1980*
By *Grace Ann Swenson*
Fee Paid \$ *4.00*
Recorder *DEAN PAGE*
County *Davis*
Page *718*
Deputy Book *835*

FIDELITY AMERICAN LIFE ASSURANCE COMPANY
a Corporation of the State of Arizona, Grantor, does 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-----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 Davis County, State of Utah, to-wit:

Land of the Grantor located in the Southwest Quarter, Section 3, Township 1 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 456.15 feet and West 524.69 feet from the South Quarter Corner of said Section 3; thence N.89°45'51"W. 264.00 feet; thence S.60°29'45"W. 16.12 feet; thence N.89°45'51"W. 115.50 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 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.

IN WITNESS WHEREOF the Grantor has caused its corporate name and seal to be hereunto affixed this 30th day of July, 1980....

Abstracted
 Indexed
 Entered

 Platted
 On Margin
 Compared

ATTEST: David A. Robinson Secretary
F. Darrell Lindsey President
FIDELITY AMERICAN LIFE ASSURANCE COMPANY

STATE OF UTAH
County of Salt Lake } ss.

On the 30th day of July, 1980, personally appeared before me F. Darrell Lindsey and David A. Robinson, who being duly sworn, did say that they are the President and Secretary, respectively, of Fidelity American Life Assurance Company, and that the foregoing instrument was signed on behalf of said corporation by authority of a resolution of its Board of Directors, (or)* its By-Laws, and said F. Darrell Lindsey and David A. Robinson acknowledged to me that said corporation duly executed the same.

My Commission expires: 1/9/84
Residing at Salt Lake
Notary Public

*Strike clause not applicable.
RW-3 SL 5-61