

SE-25-2N-1W 276

# 608716 RIGHT OF WAY AND EASEMENT GRANT

G & E ENTERPRISES dba RED FLAME RESTAURANT, A SOLE PROPRIETORSHIP  
BY JACK L. BRIMHALL, SOLE PROPRIETOR,

Grantor, of Davis County, State of Utah, 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 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 Grantor located in Section 25, Township 2 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 South 383.37 feet and West 207.75 feet from the East Quarter Corner of said Section 25, thence North 89° 58' 52" West 488.00 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 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 25th day of January, 1982.

G & E ENTERPRISES  
dba RED FLAME RESTAURANT

*Jack L. Brimhall*  
JACK L. BRIMHALL

Witness

Witness

STATE OF UTAH  
County of Davis ss.

On the 25th day of January, 1982, personally appeared before me Jack L. Brimhall

the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.

*David A. [Signature]*  
Notary Public

My Commission expires:

September 11, 1982

Residing at Magna, Utah

RETURN TO:  
MOUNTAIN FUEL SUPPLY COMPANY  
P.O. BOX 11968  
SALT LAKE CITY, UT. 84139  
ATTENTION: LINDA JOHNSON

Recorded at request of Mountain Fuel Supply Co., Fee Paid \$ 4.00  
Date FEB 5 1982  
By *Carol Dean Page*  
at 9:23 AM CAROL DEAN PAGE Recorder Davis County  
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