

# RIGHT OF WAY AND EASEMENT GRANT

78-18-27-18

GARY E. EVENSON and CARLA C. EVENSON,  
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 North 320.12 feet and West 1718.52 feet from the East Quarter Corner of Section 18, Township 2 North, Range 1 East, Salt Lake Base and Meridian; thence North 89°36'33" East 147.42 feet, thence North 0°06'23" East 30.00 feet, thence South 89°36'33" West 147.42 feet, thence South 0°06'23" West 30.00 feet to the point of beginning.

part 03-002-0176

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 4 day of Feb, 1986

*Gary E. Evenson*  
GARY E. EVENSON  
*Carla C. Evenson*  
CARLA C. EVENSON

Witness

Witness

RECORDED AT REQUEST OF  
*Mt. Fuel Supply*  
1986 MAR -4 PM 3:15  
CAP. CLERK  
DAVIS COUNTY REC. CLERK  
DEPUTY *LL* FILE

BROOK 1076  
0728689

PAGE 1246  
STATE OF UTAH  
County of Davis  
On the 4 day of Feb, 1986

before me *Mary E. & Carla C. Evenson*

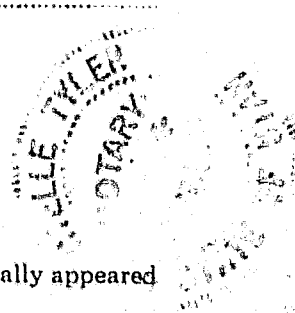
the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.

My Commission expires:

11/88

*Quinn Kelly*  
Notary Public

Residing at *Orderville, UT*



RETURN TO:  
MOUNTAIN FUEL SUPPLY COMPANY  
P.O. BOX 11368  
SALT LAKE CITY, UT. 84139  
ATTENTION: LINDA JOHNSON