

RIGHT OF WAY AND EASEMENT GRANT

THOMAS C. MABEY,  
GEORGE S. DIUMENTI, II,

SHELDON G. PLAYER  
J. R. WILLYARD

Grantors of Weber 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 12.0 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 Weber State of Utah to-wit:

Land of the Grantors located in the Northwest Quarter of Section 13, Township 5 North, Range 2 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 951.48 feet South and 4.42 feet East of the Northeast corner of the Northwest Quarter of Section 13, Township 5 North, Range 2 West, Salt Lake Base and Meridian; and running thence N.87°35'W. 262.0 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 1st day of November 1983

Witness

*Thomas C. Mabey*  
THOMAS C. MABEY

*George S. Diumentii II*  
GEORGE S. DIUMENTI, II

*Sheldon G. Player*  
SHELDON G. PLAYER

*J. R. Willyard*  
J. R. WILLYARD

Witness

STATE OF UTAH

County of Davis } ss.

On the 1st day of November 1983, personally appeared

before me Thomas C. Mabey, George S. Diumentii II, Sheldon G. Player and

J. R. Willyard

the signer(s) of the foregoing instrument, who duly acknowledged to me that they executed the same.

My Commission expires:  
7-29-87

*Sheldon G. Player*  
Notary Public  
Residing at Bountiful, Utah

RW-1 SL 3-61

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

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

27. 08-103-0058

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895208

# 6.00

DOUG H. HIFTS  
WEBER COUNTY RECORDER  
DEPUTY

*Ruth A. Hiffts*

NOV 16 1 28 PM '83

PLATED  
ENTERED

MICROFILMED

FILED BY

*M. G. S. Supply*

STATE OF UTAH }  
COUNTY OF WEBER } ss

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TIME OF RECORDING

Weber County Recorder