

RIGHT OF WAY AND EASEMENT GRANT 517515

SE 1/4 12-2N-1W

EVERGREEN INVESTMENT CO., a Limited Partnership by Milton C. Green, General Partner

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 AND NO/100 DOLLARS (\$1.00) and other good and valuable considerations, receipt of which is hereby acknowledged, a right of way and easement twenty (20) 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 Southeast Quarter Section 12, 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 North 1477.69 feet and East 2099.97 feet from the Southwest corner of the Southeast Quarter of said Section 12, thence S.36°27'30"W. 655.00 feet to the South property line.

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 partnership name to be hereunto affixed this 31st day of October, 1978.

ATTEST:

Evergreen Investment Co., a Limited Partnership

By Milton C. Green
Milton C. Green, General Partner

STATE OF UTAH

County of Davis ss.

On the 31st day of October, 1978, personally appeared before me Milton C. Green

who being duly sworn, did say that he is the General Partner of Evergreen Investment Co.

and that the foregoing instrument was signed on behalf of said partnership by authority of the articles of partnership and said Milton C. Green

the same. acknowledged to me that said partnership duly executed

My Commission expires:
TIMOTHY R. BLACKHAM
Notary Public, Salt Lake County
My Commission Expires Oct. 1, 1982

Residing at Salt Lake City

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

SECRETED BY REGISTRY
Date DEC 13 1978
BY Sharon M. Hulse
11 55 A.M. MARGUERITE S. BOVINE Recorder Davis County
Deputy Book 267 Page 267

Abstracted
 Indexed
 Entared
 Platted
 On Margin
 Compared

