

RIGHT OF WAY AND EASEMENT GRANT

ROBERT G. PENTON
ROBERT J. PENTON
RONALD G. SMITH

Grantor of Weber County, State of Utah, do hereby grant to MOUNTAIN FUEL SUPPLY COMPANY, a Corporation of the State of Utah, 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 50.0 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 Grantor located in the North Half of the Southwest Quarter of Section 7, Township 5 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 1639.806 feet and East 1558.862 feet from the Southwest corner of the Southwest Quarter of said Section 7, said point also on the East property line of 900 West Street, thence S.86°55'45"E. 183.15 feet, more or less, to Grantors East 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.

WITNESS the execution hereof this 21 day of Sept, 19 79.

Robert G. Penton

Witness

Witness

STATE OF UTAH

County of Weber ss.

On the 21 day of Sept, 19 79, personally appeared before me Robert G. Penton, Robert J. Penton, Ronald G. Smith.

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

My Commission expires:

MY COMMISSION EXPIRES JULY 23, 1982

AWL 51 541

Charles L. Peterson
Notary Public

Residing at Ogden Utah

106-076-0066

FORM 1333 USE 136

795880

94.50

FILED AND REFERRED FOR

M. Fuel Supply

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PETER J. ROSEN
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DEPUTY *Edith D. White*

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