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355998

RIGHT OF WAY AND EASEMENT GRANT

Edwin M. Higley and Arton Higley, his wife
 Grantors of David 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 Thousand Dollars (\$1,000) and other good and valuable consideration receipt of which is hereby acknowl-
 edged a right of way and easement to lay, maintain, operate, transport, protect, remove and
 replace pipe lines, valves, valve boxes and other gas transmission and distribution facilities (here-
 after collectively called "facilities") said right of way being situated in the County of David,
 State of Utah, and more particularly described as follows, to-wit:

Beginning at a point on the west fence line of 1000 West Street, said
 point being 290.04 feet North and 32.91 feet West from the Southeast
 corner of Section 21, Township 5 North, Range 2 West, Salt Lake Base and
 Meridian, thence North 89° 56' West 115 feet along the North line of
 Grantors' property, thence South 0° 05' East 18 feet, thence South
 89° 56' East 115 feet to the west fence line of 1000 West Street, thence
 North 0° 05' West 16 feet along said fence line to the point of beginning.

TO HAVE AND TO HOLD the same unto the said Mountain Fuel Supply Company, its suc-
 cessors 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, G., 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 writ-
 ten consent of Grantee. This right of way grant shall be binding upon and inure to the benefit of the
 successors and assigns of Grantor, G., 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 3rd day of September, 19 71

Edwin M. Higley
 Edwin M. Higley
Arton Higley
 Arton Higley

Witness

Witness

Filed for
 Abstracted
 Indexed
 Compared

STATE OF UTAH

County of David

On the 3rd day of September, 19 71, personally appeared

before me Edwin M. Higley and Arton Higley
his wife

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

My Commission expires:

May 1, 1973

R. J. Franco
 Notary Public
 Residing at Partridge, UT

Return to:
 MOUNTAIN FUEL SUPPLY COMPANY, Attn: T. W. Shepherd Jr.
 P. O. Box 31318, Salt Lake City, Utah 84111

POOR COPY