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### RIGHT OF WAY AND EASEMENT GRANT

Frank L. Hart and Alethea L. Hart, his wife  
James F. Hart and Kathleen Hart, his wife SE 11-47-2W

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 twenty 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 Davis, State of Utah, to-wit:

The land of the Grantors located in the Southeast quarter of Section 11, Township 4 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 on the West line of an existing Mountain Fuel Supply Company Right of Way, said point being 878.96 feet North and 2057.42 feet West from the Southeast corner of said Section 11, thence South 58° 01' 30" West 300 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 19<sup>th</sup> day of January, 19 70.

Frank L. Hart  
Frank L. Hart  
Alethea L. Hart  
Alethea L. Hart  
James F. Hart  
James F. Hart  
Kathleen Hart  
Kathleen Hart

STATE OF UTAH }  
County of Davis } ss.

On the 19<sup>th</sup> day of January, 19 70, personally appeared before me Ernest DeGruyden, Notary Public for Davis County, Utah the signers of the foregoing instrument, who duly acknowledged to me that They executed the same.

Ernest DeGruyden  
Notary Public  
Residing at Wardville, Utah

My Commission expires:  
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