

Recorded at request of Mtn. Fuel Supply ..... Fee Paid \$4.98.....  
 Date NOV. 18. 1980 ..... at 10:40 AM CAROL DEAN PAGE Recorder Davis County  
 By Grace Van Sweden ..... Deputy Book 847 Page 1054

579723

**RIGHT OF WAY AND EASEMENT GRANT**

8 1/2 - 17-47-12W

HOMCO INVESTMENT COMPANY, a Partnership by David M. Horne, Layton P. Ott, Paul W. Mendenhall & Robert L. Mendenhall, 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 16.0 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 Davis County, State of Utah, to-wit:

Land of the Grantor located in Section 17, Township 4 North, Range 1 West, Salt 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 2123.07 feet and West 1956.65 feet from the Southeast Corner of said Section 17, said point also being on the West line of an existing Mountain Fuel Supply Company Right-of-Way; thence South 89°54'50" West 1652.79 feet; thence South 34°57'09" East 500.00 feet.

- Abstracted
- Indexed
- Entered
- Platted
- On Margin
- Compared

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 right 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 1st day of October, 1980.

By Paul W. Mendenhall HOMCO INVESTMENT COMPANY, a Partnership  
 Paul W. Mendenhall, Partner

By Robert L. Mendenhall By David M. Horne  
 Robert L. Mendenhall, Partner David M. Horne, Partner

STATE OF UTAH Utah )  
 COUNTY OF Salt Lake ) : ss. By Layton P. Ott  
 Layton P. Ott, Partner

On the 1st day of October, 1980 personally appeared before me David M. Horne, Layton P. Ott, Paul W. Mendenhall & Robert L. Mendenhall who being duly sworn, did say that (~~he~~ they are) Mendenhall Partners of HOMCO INVESTMENT COMPANY and that the foregoing instrument was signed on behalf of said partnership by authority of the articles of partnership, and said Partners acknowledged to me that said partnership duly executed the same.

My Commission Expires: 7-02-84

Christine R. Eckhardt  
 Notary Public  
 Residing at Salt Lake

John Lopez - mtn. Fuel Supply  
 P.O. Box 11368  
 84119