

10-28-11

E# 824893 BK 1234 PG 672
CAROL DEAN PAGE, DAVIS CNTY RECORDER
1988 MAY 16 9:10 AM FEE 8.00 DEP JD
REC'D FOR MOUNTAIN FUEL SUPPLY COMPANY

RIGHT-OF-WAY AND EASEMENT GRANT

RETURNED

NE-17-1N-1W

BARTLEY K. CURTIS

MAY 16 1988

Grantor(~~XX~~), of Salt Lake County State of Utah, do(es) 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 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 the County of Davis, State of Utah, to-wit:

Land of the Grantor located in the Northwest Quarter of Section 17, Township 4 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 West 1273.462 feet and South 1949.098 feet from the Northeast Corner of said Section 17, thence S.89°50'48"E. 330.00 feet. *pt. 10-028-0038*

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(s) 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(s) shall not build or construct not 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 shall be binding upon and inure to the benefit of the successors and assigns of Grantor(s) 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.

RETURN TO:
MOUNTAIN FUEL SUPPLY COMPANY
P.O. BOX 1138
SALT LAKE CITY, UT. 84118
ATTENTION: LINDA JOHNSON

48.00

WITNESS the execution hereof this 21st day of March, 1988.

Bartley K. Curtis
Bartley K. Curtis

STATE OF UTAH)
) ss.
County of Salt Lake

On the 21st day of March, 1988, personally appeared before me Bartley K. Curtis

the signer(s) of the foregoing instrument, who duly acknowledged to me that he/~~she/they~~ executed the same.

My Commission Expires:
12-27-90

Beverly Van Wagner
Notary Public
Residing at Salt Lake City, Utah
