

RIGHT OF WAY AND EASEMENT GRANT 235

473223

4.00

recorded at request of *Mt. Fuel* at *111 E. M MARGUERITE S. BOURNE* Recorder Davis County  
Date *SEP 19 1977* Deputy Book *669* Page *235*  
# *5-111-277*

Fee Paid \$ *4.00*

GEORGE DEE McFARLAND and VIRGINIA S. McFARLAND, his wife  
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 acknowl-  
edged, a right of way and easement 10.0 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 Grantors located in the SE 1/4 Section 34, Township  
5 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 335.0 feet East and North 33.0 feet  
from the Southwest corner of the SE 1/4 of said Section 34,  
thence North 402.6 feet to the Grantors' North property  
line.

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, re-  
moval or replacement of the facilities. The said Grantors shall have the right to use the said prem-  
ises 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 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 8<sup>TH</sup> day of September, 1977

*Geo Dee McFarland*  
George Dee McFarland  
*Virginia S. McFarland*  
Virginia S. McFarland

Witness

Witness

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

STATE OF UTAH

County of *Weber* ss.

On the 8<sup>TH</sup> day of September, 1977, personally appeared  
before me *George Dee McFarland and Virginia S. McFarland his wife*

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

My Commission expires:

*April 7 1978*

RW-1 SL 5-61

*Chris E. Smith*  
Notary Public

Residing at *Kearns, Utah*