

SE 7-47-12W #

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RIGHT OF WAY AND EASEMENT GRANT

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Record of Deeds of Mountain Fuel Supply Co. 10 40 A. P. 1977
Date JUN 8 1977
By Glen W. Flint
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DAVIS COUNTY, a body corporate and politic, of the State of Utah, Grantor, does hereby convey and quit claim 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 sixteen (16) 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 the Southeast Quarter, Section 7, Township 4 North, Range 1 West,

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 1311.86 feet North, 43.52 feet East from the South Quarter corner of said Section 7; thence North 89°47'0" East 348.5 feet. described easement.

Subject to any existing easements along the course of the above/ 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 grant 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.

By acceptance of this right of way and easement grant, Grantee agrees to indemnify and save harmless Davis County from any and all loss, damage, expense, claims or demands resulting from negligence of grantee in the construction, repair, maintenance, replacement or operation of Grantee's facilities hereunder.

Abstracted
Indexed
Entered

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.

Platted
On Margin
Compared

IN WITNESS WHEREOF, the Grantor has caused its corporate name and seal to be hereunto affixed this 29th day of March, 1977.

ATTEST: DAVIS COUNTY
Rodney W. Walker By Glen W. Flint

(STATE OF UTAH)
: ss.
County of Davis)

On the 29th day of March, 1977, personally appeared before me Glen W. Flint and Rodney W. Walker, who being duly sworn, did say that they are the Commission Chairman

mt fuel
Ron Phillips
PO Box 11368
SLC 84139

and Clerk-Auditor, respectively, of Davis County, and that the foregoing instrument was signed on behalf of said body by authority of a resolution of the Board of County Commissioners of Davis County, and said Commission Chairman and Clerk-Auditor acknowledged to me that said corporation duly executed the same.

My Commission expires:

Nov. 11, 1980

Barbara L. Musworth
Notary Public

Residing at Karrington, Utah