

RIGHT OF WAY AND EASEMENT GRANT

2843491

JARL G. KLUNGERVIK and M. BETH KLUNGERVIK, his wife, Grantors, of Salt Lake 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 five 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 Salt Lake, State of Utah, to-wit:

Land of the Grantors located in Lot 119 Plat "B" and Lot 40 Plat "A" Polaris Gardens Subdivision in the SW 1/4 SW 1/4 Section 12, Township 2 South, 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 S. 72°57'42"W. 2.5 feet from the Northeast corner of Lot 119 Plat "B" of Polaris Gardens Subdivision of said Section 12; thence on a curve to the left with a central angle of 46°51'14" a radius of 47.5 feet a distance of 38.84 feet; also beginning at a point N.84°30'W. 2.5 feet from the northeast corner of Lot 40 Plat "A" of said Polaris Gardens Subdivision; thence on a curve to the left with a central angle of 39°02'47" a radius of 47.5 feet a distance of 32.37 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 15 day of June, 1976.

Jarl G. Klungervik
M. Beth Klungervik
Witness

Recorded at Request of MOUNTAIN FUEL SUPPLY CO. at 851 m Fee Paid \$ 700 KATIE L. DIXON, Recorder, Salt Lake County, Utah, By Patricia Brown Dept. Date AUG 10 1976

STATE OF UTAH
County of Salt Lake ss.
On the 15 day of June, 1976 personally appeared before me Jarl G. Klungervik and M. Beth Klungervik (his Wife)

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

My Commission expires: Feb, 1980

Eva ... Notary Public
Residing at 1487 ... Dr ... UT

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