

326123 RIGHT OF WAY AND EASEMENT GRANT

7105-11-18  
718-6-11-18

Robert S. Mabey and Jane C. Mabey, 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 acknowledged, a right of way and easement 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"), said right of way being situated in the County of Davis, State of Utah, and more particularly described as follows, to-wit:

Beginning at a point 371.17 feet South and 133.10 feet West from the Northeast corner of Section 6, Township 1 North, Range 1 East, Salt Lake Base and Meridian, thence South 34° 04' West 21.04 feet, thence East 55.51 feet, thence North 68° 15' 45" West 47.06 feet to the point of beginning.

Also, beginning at a point 1227.09 feet South and 642.90 feet East from the Northwest corner of Section 5, Township 1 North, Range 1 East, Salt Lake Base and Meridian, thence South 29° 25' 30" East 245.08 feet, thence South 43° 41' East 176.35 feet, thence South 55° 31' 10" East 224.92 feet, thence North 88° 16' 30" East 60 feet, thence South 1° 43' 25" East 50 feet, thence South 88° 16' 35" West 59.42 feet, thence North 55° 31' 10" West 259.02 feet, thence North 13° 41' West 185.50 feet, thence North 29° 25' 30" West 232.96 feet, thence North 37° 26' East 43.50 feet to the point of beginning.

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 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 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.

WITNESS the execution hereof this 31<sup>st</sup> day of October, 1968

*Robert S. Mabey*  
Robert S. Mabey  
*Jane C. Mabey*  
Jane C. Mabey

Witness

Witness

STATE OF UTAH

County of Salt Lake

On the 31<sup>st</sup> day of October, 1968, personally appeared before me Robert S. Mabey and Jane C. Mabey

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

My Commission expires: April 18, 1972

*Shirley Ann Saltzman*  
Notary Public

Residing at 1942 Hubbard Avenue  
Salt Lake City, Utah

