

RIGHT OF WAY AND EASEMENT GRANT

SE 4 4N-1W

Kyle W. Follett & Reva J. Follett
Grantors., of Layton, 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 DOLLARS (\$ 1.00) and other good and valuable considerations, receipt of which is hereby acknowledged, a right of way and easement 20.0 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 Section 4, 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 North 983.00 feet and West 770.00 feet from Southeast Corner of said Section 4, said point on Grantor's South property line; thence North 0°45'09" East 331.00 feet to Grantor's North property line.

09-013-0064

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 12 day of July, 1985.

Kyle W. Follett
Reva J. Follett

Witness

855099 BK 1287 PG 1021
CAROL DEAN PAGE, DAVIS CNTY RECORDER
1989 APR 19 4:13 PM FEE 7.00 DEP REC
REC'D FOR MOUNTAIN FUEL SUPPLY CO

Witness

STATE OF UTAH
County of Sh ss.

On the 12th day of July, 1985, personal appeared before me Kenneth Flinders

RETURNED

APR 19 1989

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

My Commission expires:

Oct 28, 1985

Kenneth Flinders
Notary Public

Residing at 930 Rio Grande

RW-1 SL 5-61

RETURN TO:
MOUNTAIN FUEL SUPPLY COMPANY
P.O. BOX 11368
SALT LAKE CITY, UT 84139
ATTENTION: RIGHT-OF-WAY
GO 306