

RIGHT OF WAY AND EASEMENT GRANT

Skyhawk Ind. Pl. 77, 80, 81

GLEN TRUSCOTT and DONNA TRUSCOTT, 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 16.0 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 Section 35, Township 2 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 South 185.63 feet and East 1717.95 feet from the West Quarter Corner of said Section 35, thence North 210.50 feet to the Grantors' North property line.

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 7th day of March, 1985

Glen Truscott
GLEN TRUSCOTT

Donna Truscott
DONNA TRUSCOTT

Witness

Witness

STATE OF UTAH }
County of *Davis* } ss.

On the 7th day of March, 1985, personally appeared before me *Glen Truscott & Donna Truscott his wife*

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

My Commission expires:

Dec 3 1987

rw:1 sl: 561

Linda S. Johnson
Notary Public

Residing at *Spurgin, Utah*

RETURN TO:
MOUNTAIN FUEL SUPPLY COMPANY
P.O. BOX 11368
SALT LAKE CITY, UT. 84138
ATTENTION: LINDA JOHNSON

RETURN TO:
MOUNTAIN FUEL SUPPLY COMPANY
P.O. BOX 11368

RECORDED AT REQUEST OF
Mountain Fuel Supply Co.
135 APR 24 AM 11:13 \$6.00

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PAGE 76
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