

Recorded at request of Mountain Fuel Supply Co. Fee paid \$ 5.00
Date MAY 16 1983 at 11:20 AM CAROL DEAN PAGE Recorder Davis County
By Chase Van Sweden Deputy Book 942 Page 752

RETURN TO:
MOUNTAIN FUEL SUPPLY COMPANY
P.O. BOX 11368
SALT LAKE CITY, UT. 84139
ATTENTION: LINDA JOHNSON
Hayward Ind. Pk. 81, 82, 83

640416 RIGHT OF WAY AND EASEMENT GRANT

WOODS CROSS AIR PARK, a UTAH LIMITED PARTNERSHIP with F. C. STANGL, III, General Partner, Grantor, does 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 Davis County, State of Utah, to-wit:

Land of the Grantor 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 821.20 feet and East 1717.95 feet from the West Quarter corner of said Section 35; thence North 635.57 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 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.

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.

IN WITNESS WHEREOF the Grantor has caused its partnership name to be hereunto affixed this 19th day of April, 1983.

WOODS CROSS AIR PARK

By [Signature]
F. C. STANGL, III
General Partner

STATE OF UTAH)
COUNTY OF Salt Lake : ss.

On the 19th day of April, 1983, personally appeared before me F. C. Stangel III, who being duly sworn, did say that (he is/they are) Partner of WOODS CROSS AIR PARK and that the foregoing instrument was signed on behalf of said partnership by authority of the articles of partnership, and said F. C. Stangel III acknowledged to me that said partnership duly executed the same.

My Commission Expires: 1/8/87

[Signature]
Notary Public
Residing at Salt Lake City, Utah

Abstracted
Indexed
Entered
Compared

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