

4207327

RIGHT OF WAY AND EASEMENT GRANT

ARBOR PARKEAST PARTNERSHIP, Utah General Partnership, Grantor, by and through John Gust, 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 Salt Lake County, State of Utah, to-wit:

Land of the Grantor located in the Northeast Quarter, Section 32, Township 1 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 South 1084.15 feet and East 68.00 feet from the North Quarter Corner of said Section 32, said point being on the East line of 8400 West Street, thence N.87°12'47" E. 411.27 feet to East property line of Grantor. ALSO BEGINNING at a point South 1064.17 feet and East 478.39 feet from the North Quarter corner of said Section 32, said point being on the West property line of Grantor; thence N.87°12'47"E. 120.00 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 14th day of January, 1986.

ARBOR PARKEAST PARTNERSHIP
By: John Gust
John Gust, General Partner

STATE OF UTAH)
COUNTY OF Salt Lake) ss.

On the 14th day of January, 1986, personally appeared before me John Gust who being duly sworn, did say that he is the ~~owner~~ General Partner of Arbor Parkeast Partnership and that the foregoing instrument was signed on behalf of said partnership by authority of the articles of partnership, and said John Gust acknowledged to me that said partnership duly executed the same.

My Commission Expires: 4-12-86

Tracy Zump
Notary Public
Residing at St. County

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RETURN TO:
MOUNTAIN FUEL SUPPLY COMPANY
P.O. BOX 11368
SALT LAKE CITY, UT. 84139
ATTENTION: LINDA JOHNSON

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KATHY
RESIDENT
SALT LAKE COUNTY,
UTAH

FEB 27 9 24 AM '86

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REGULAR FUEL
SUPPLY
DEP

Edwin Koroligos
Edwin Koroligos
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