

3188561

RIGHT OF WAY AND EASEMENT GRANT

EQUITY HOMES, INC. a Corporation of the State of Utah, 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 twelve (12) 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 Northwest Quarter, Section 27, Township 2 South, 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 on the East line of Executive Drive (1825 West) South 204.93 feet and West 631.54 feet from the North Quarter Corner of said Section 27, thence East 83.0 feet.

ALSO beginning at a point South 198.93 feet and West 578.54 feet from the North Quarter Corner of said Section 27, thence North 24.0 feet.

ALSO beginning at a point on the East of (1825 West) Executive Drive South 748.93 feet and West 632.71 feet from the North Quarter Corner of said Section 27, thence East 50.0 feet, thence North 115.0 feet, thence East 80.0 feet.

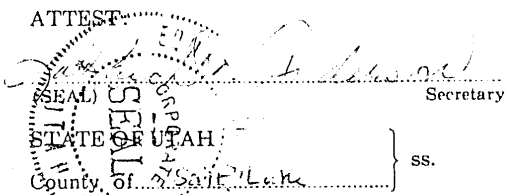
TO HAVE AND TO HOLD the same unto the said Mountain Fuel Supply Company, its successors and assigns, so long as such facilities shall be maintained, with the right of ingress and egress to and from said right of way to maintain, operate, repair, inspect, protect, remove and replace the same. During temporary 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 corporate name and seal to be hereunto affixed this 16th day of October, 1978.

ATTEST:

 Secretary

EQUITY HOMES, INC.
By Bruce Anderson President

ss. County of Salt Lake

On the 16th day of October, 1978, personally appeared before me Bruce Anderson and La Rae D. Anderson who being duly sworn, did say that they are the President and Secretary, respectively, of Equity Homes, Inc.

and that the foregoing instrument was signed on behalf of said corporation by authority of a resolution of its Board of Directors, (or) its By-Laws, and said Bruce Anderson and La Rae D. Anderson acknowledged to me that said corporation duly executed the same.

My Commission expires:

Way Simpson
Notary Public

29 Nov 80 MOUNTAIN FUEL SUPPLY CO. Residing at Salt Lake County

Recorded at Request of 1138 at 1138 m Fee Paid \$ 405 KATIE L. DIXON, Recorder, Salt Lake County, Utah, By C. Wayne Naberry Dept. Date 11/21/78

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