

3188562

# RIGHT OF WAY AND EASEMENT GRANT

HOMCO INVESTMENT CO., a partnership by David Horne, 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 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 partnership name to be hereunto affixed this 16<sup>th</sup> day of October, 1978.

ATTEST: HOMCO INVESTMENT CO.

By David Horne, General Partner

STATE OF UTAH }  
County of Salt Lake } ss.

On the 16<sup>th</sup> day of October, 1978, personally appeared before me David Horne, who being duly sworn, did say that he is the General Partner of Homco Investment Co.

and that the foregoing instrument was signed on behalf of said partnership by authority of the articles of partnership and said David Horne acknowledged to me that said partnership duly executed the same.

My Commission expires:

Vary Singer  
Notary Public  
Residing at Salt Lake County

29 Nov 80

\*Strike clause not applicable  
Recorded at Request of MOUNTAIN FUEL SUPPLY CO.

RW-3 SL 5-61

at 1138 m Fee Paid \$ 450 KATIE L. DIXON, Recorder,  
Salt Lake County, Utah, By G. Wayne Nabarro Dept. Date

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