

CORRECTIVE RIGHT OF WAY AND EASEMENT GRANT
(CONDOMINIUM-MOBILE HOME)
(CORPORATE)

INDEXED: _____
GRANTOR: _____
GRANTEE: _____
RELEASED: _____
ABSTRACTED: _____

MURRAY FIRST THRIFT & LOAN CO., a Corporation of the State of Utah, Grantor does hereby convey and grant 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 sixteen (16) feet in width to lay, maintain, operate, repair, inspect, protect, remove and replace pipelines, 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 Summit County, State of Utah, to wit: Those certain strips of land in the project or development described below and lying along the center lines as shown on the attached Plat, designated Exhibit A, and which is dated 14th day of August, 1976, and as said Plat and Exhibit may be amended or revised from time to time, said Plat and Exhibit by this reference being made a part hereof, representing that certain condominium or mobile home project or development known as

PROSPECTOR SQUARE

(Name of Condominium or Mobile Home)

in the vicinity of State Highway #248 and Sidewinder Drive, Park City,
(Street Intersection) (City)
situate in NE 1/4 Section 9, Township 2 South, Range 4 East,
Salt Lake Base and Meridian
Base & Meridian

the Declaration for which was Recorded: Book No. _____ Page No. _____

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.

Grantee hereby acknowledges that this is a corrective right of way and easement to that certain right of way and easement grant dated November 10, 1975, and recorded December 9, 1975, in the office of the County Recorder of Summit County, in Book M75 Pages 17-18, and that by acceptance hereof, Grantee hereby relinquishes all right, title and interest to the property acquired in this prior easement which is not covered hereby.

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 22nd day of April, 1977.

MURRAY FIRST THRIFT & LOAN CO.

By [Signature]
Vice President

ATTEST:
[Signature]
Secretary

(SEAL)

BOOK 95 PAGE 126

Entry No. 138287 Book M.95
RECORDED 6-8-77 at 10:32AM Page 126-27
REQUEST of Mt. Fuel Supply
FEE \$ 5.00 WANDA M. SPRINGER, COUNTY RECORDER
INDEXED _____ By Wanda Y. Springer
ABSTRACT _____

Summit County, Utah
Recorder's Office
#30774
#290653, 478, P. 392-98
#434-40

STATE OF UTAH)
 : ss.
County of Salt Lake)

On the 22nd day of April, 1977, personally appeared before me Robert J. Sidwell and Dean G. Christensen, who being duly sworn, did say that they are the Vice President and Secretary respectively, of MURRAY FIRST THRIFT & LOAN CO., and that the foregoing instrument was signed on behalf of said corporation by authority of its By-Laws, and said Robert J. Sidwell and Dean G. Christensen acknowledged to me that said corporation duly executed the same.

My Commission Expires

9/3/79

Ray S. [Signature]
Notary Public

Residing at Salt Lake City

