

RIGHT OF WAY AND EASEMENT GRANT

PARK AVENUE HOME OWNERS ASSOCIATION

Grantor, of Park City, State of Utah, do 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 the County of Summit, State of Utah, to-wit:

Land of the Grantor located in the Southwest Quarter of Section 9, Township 2 South, Range 4 East, 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 1008.61 feet South and 891.58 feet East from the West Quarter corner of said Section 9, thence S.65°23'53"W. 158.00 feet, thence S.50°13'29"W. 50.00 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.

WITNESS the execution hereof this 6th day of September, 1983.

Entry No.

215570

REQUEST OF Mountain Fuel Supply Co
FEE \$ 5.50 ALAN SPRIGGS, SUMMIT CO. RECORDER.
RECORDED JAN 13 1984 at 3:00 M

PARK AVENUE HOME OWNERS ASSOCIATION

By *Richard L. Nelson*
President

By *Bonnie J. Kirkham*
Secretary

Witness

STATE OF UTAH

County of Salt Lake

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On the 6th day of September, 1983, personally appeared before me *Richard L. Nelson*, President and *Bonnie J. Kirkham*, Secretary of Park Avenue Home Owners Association

the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

My Commission expires:

10/13/88

Charles A. Mayeda
Notary Public

Residing at *Bountiful, Utah*

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