

RIGHT OF WAY AND EASEMENT GRANT

(CONDOMINIUM-MOBILE HOME)
(PARTNERSHIP)

RECEIVED NO. 226455

REQUEST OF THE JEREMY LTD. FOR RIGHT OF WAY AND EASEMENT

SEE FEE
S. 900 BY ALAN SPRIGGS SUMMIT CO. RECORDER
RECORDED 10-24-84 at 11:07 M

THE JEREMY LTD., a Limited Partnership by GERALD H. BAGLEY, 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 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 10th day of September, A.D. 1984, 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

Jeremy Ranch Clubhouse Condominiums Phase 1
(Name of Condominium or Mobile Home)

in the vicinity of Saddleback Rd. and Jeremy, Rd., Summit County
(Street Intersection) (City)

Beginning at a point which is South 89°47'18" West 551.36 feet along the Section line and North 551.07 feet from the Southeast Corner of Section 2, Township 1 South, Range 3 East, Salt Lake Base and Meridian; said point of beginning being on the arc of an 83.38 foot radius curve to the left, thence along the arc of said curve 80.16 feet (chord on said curve bears North 30°40'30" West 77.11 feet) thence North 58°13' West 85.50 to the point of curve of a 70.72 foot radius curve to the right (chord on said curve bears North 39°42' West 44.92 feet) thence running along the arc of said curve 45.71 feet, to a point of reverse curvature with a 45.72 foot radius curve to the left (chord on said curve bears North 39°42' West 29.04 feet) thence along the arc of said curve 29.55 feet to the point of tangency, thence North 58°13' West 358.50 feet to the point of curve of a 99.36 foot radius curve to the left and running along said curve 83.53 feet (chord on said curve bears North 82°18' West 81.09 feet), thence South 73°37' West 16.00 feet, thence North 16°23' West 363.22 feet to a point on a 161.22 foot radius curve to the left (chord on said curve bears South 88°46'36" West 130.86 feet), thence along the arc of said curve concave to the Southeast 134.74 feet, thence South 64°50' West 218.00 feet to the point of curve of a 311.90 foot radius curve to the left (chord on said curve bears South 59°19'40" West 59.85 feet) thence running along the arc of said 59.94 feet to a point of compound curvature with a 25.00 foot radius curve to the left (chord on said curve bears South 32°39'17" West 18.06 feet to the Right of Way line of Jeremy Road, thence North 59°51' West 32.95 feet along said Jeremy Road Right of Way to a point on a 336.90 foot radius curve to the right (chord on said curve bears North 56°46'04" East 94.54 feet) thence running along the arc of said curve 94.85 feet, thence North 64°50' East 218.00 feet to the point of curve of a 186.22 foot radius curve to the right (chord on said curve bears South 89°00'00" East 164.24 feet) thence running along the arc of said curve 170.09 feet, thence South 62°50' East 96.98 feet to the point of curve of a 905.58 foot radius curve to the right (chord on said curve bears South 60°31'30" East 72.95 feet) thence running along the arc of said curve 72.97 feet, thence South 58°13' East 778.38 feet, thence South 31°47' West 279.23 feet, thence South 86°52' West 25.00 feet to the point of beginning.

BOOK 318 PAGE 138

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.

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

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 11th day of October, 1984.

THE JEREMY LTD.

By Gerald H. Bagley
GERALD H. BAGLEY
GENERAL PARTNER

STATE OF UTAH)
COUNTY OF Salt Lake)
 ; ss:

On the 11th day of October, 1984, personally appeared before me Gerald H. Bagley who being duly sworn, did say that (he is/they are) Partner of Jeremy Ltd and that the foregoing instrument was signed on behalf of said partnership by authority of the articles of partnership, and said Gerald H. Bagley acknowledged to me that said partnership duly executed the same.

Notary Public

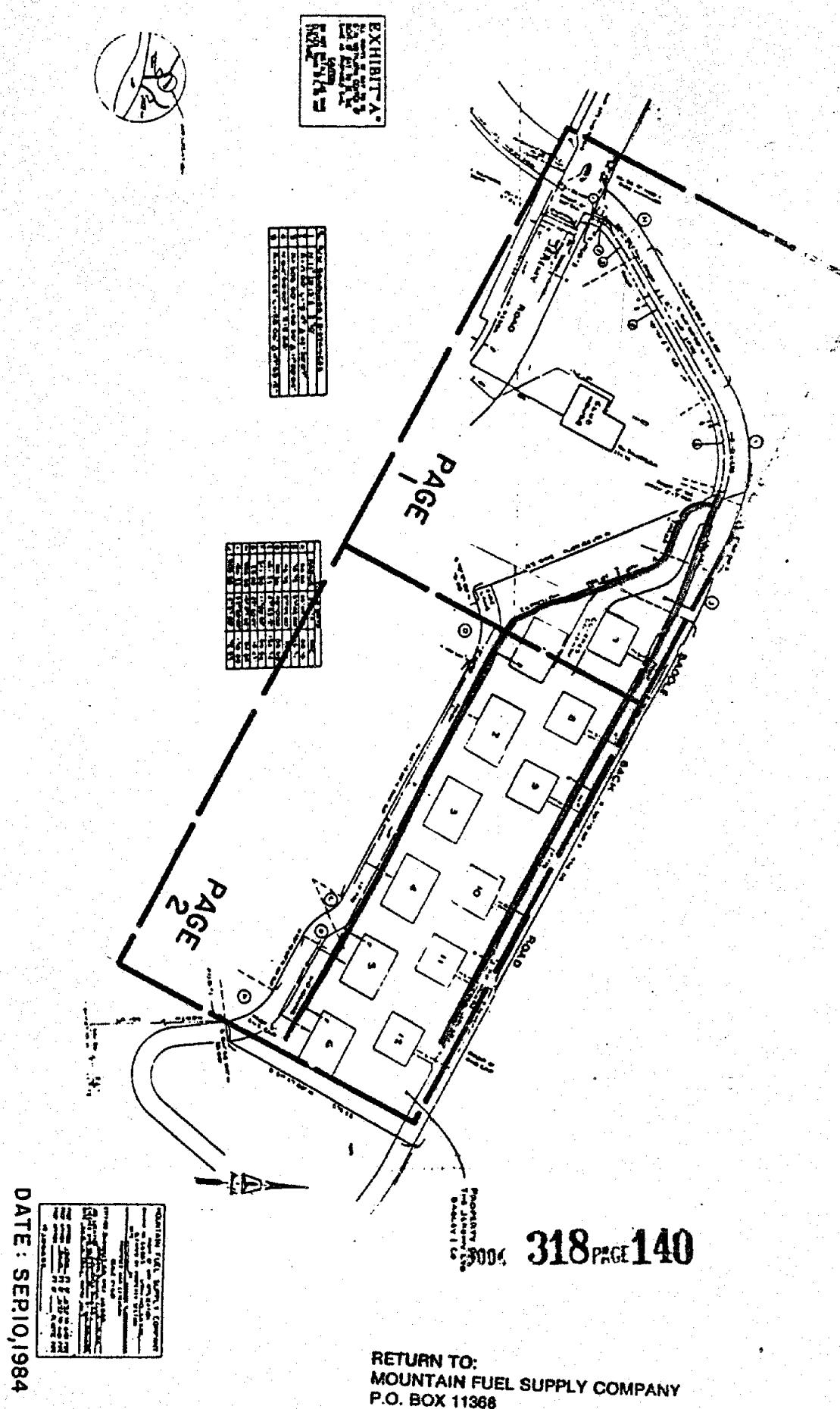
My Commission Expires:
10-10-87

Residing at Salt Lake City, Utah

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

Book: 318 Page: 139

EXHIBIT "A"
JEREMY RANCH
CLUB HOUSE CONDO'S
JEREMY ROAD & SADDLE BACK ROAD
SUMMIT CO.
HEBER AREA

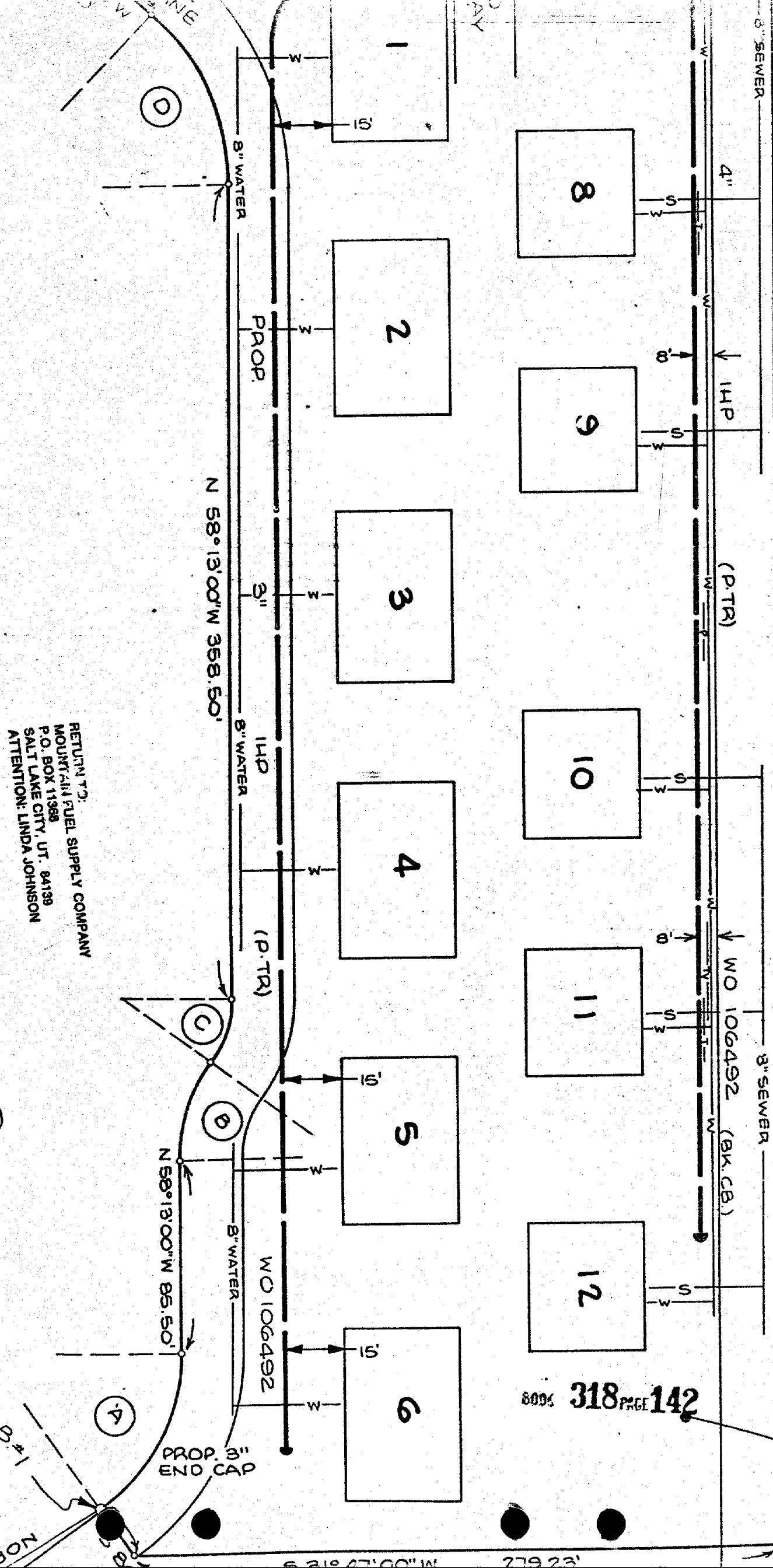


RETURN TO:
MOUNTAIN FUEL SUPPLY COMPANY
P.O. BOX 11368
SALT LAKE CITY, UT. 84139
ATTENTION: LINDA JOHNSON

BACK 5 58°13'00" E 778.98

XCV

PRO
EN



RETURN TO:
MOUNTAIN FUEL SUPPLY COMPANY
P.O. BOX 11388
SALT LAKE CITY, UT. 84139
ATTENTION: LINDA JOHNSON

PAGE 2

D.O. 14