

2385728

RIGHT OF WAY AND EASEMENT GRANT

H. Austin Belnap and Geraldine R. Belnap, his wife; Mark E. Anderson and Marilyn F. Anderson, his wife; John L. Richards and Lynne P. Richards, his wife; Grantors, of Salt Lake County, 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 DOLLAR (\$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 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 Salt Lake, State of Utah, to-wit:

The land of the Grantors located in the Southeast quarter of Section 4, Township 2 South, Range 1 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 South 89° 53' East 38.31 feet from the Northeast corner of Lot 1, Holladay Circle Subdivision, a part of the Northwest quarter of the Southeast quarter of said Section 4, said point being on the South line of 4500 South Street, thence South 19° 41' 10" East 181.93 feet, thence South 18° 03' 54" East 105.86 feet, thence South 25° 10' East 50.14 feet, thence South 28° 52' 10" East 277.20 feet, more or less, to the South line of Grantors' property.

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 Grantors 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 Grantors 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 Grantors 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 20, 1969, and recorded December 11, 1969, in the office of the County Recorder of Salt Lake County, in Book 2813 at Page 499, 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.

WITNESS the execution hereof this 6th day of May, 1971.

H. Austin Belnap
H. Austin Belnap

Geraldine R. Belnap
Geraldine R. Belnap

Mark E. Anderson
Mark E. Anderson

Marilyn F. Anderson
Marilyn F. Anderson

Recorded at Request of MOUNTAIN FUEL SUPPLY CO.
at 8:54 A.M. Fee Paid \$ 3.10 JEROME MARTIN, Recorder Salt Lake County, Utah
By *[Signature]* Date MAY 17 1971

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John L. Richards
John L. Richards
Lynne P. Richards
Lynne P. Richards

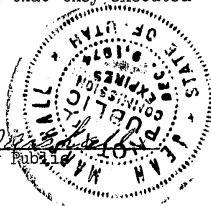
STATE OF UTAH)
 : ss.
County of Salt Lake)

On the 6th day of May, 1971, personally appeared before me H. Austin Belnap and Geraldine ~~R~~ Belnap, his wife; Mark E. Anderson and Marilyn F. Anderson, his wife; John L. Richards and Lynne P. Richards, his wife, the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

My commission expires:

Dec. 9, 1974

Jean Marshall
Notary Public
Residing at Courtland



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