

RIGHT OF WAY AND EASEMENT GRANT

(CONDOMINIUM-MOBILE HOME)
(CORPORATE)

2576701

BELL MOUNTAIN CORP.

a Corporation of the State of Utah, 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 fourteen (14) 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 Salt Lake 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 18th day of September, A.D. 1973, 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

PEPPERWOOD SUBDIVISION PHASE I

(Name of Condominium or Mobile Home)

in the vicinity of Pepperwood Drive, Rollingwood Lane and Sunwood Lane, Salt Lake County, (Street Intersection)

situate in Section 15 & 22, Township 3 South, Range 1 East

Salt Lake Base and Meridian, the Base & Meridian

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.

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 19th day of September, 1973.

No Seal

ATTEST: BELL MOUNTAIN CORP. By Charles H. Horman, President (SEAL) Secretary Recorded OCT 18 1973 at 9:11A MOUNTAIN FUEL SUPPLY CO.

STATE OF UTAH County of Salt Lake ss. Fee Paid JERADEAN MARTIN Recorder, Salt Lake County, Utah \$ 3.00 By [Signature] Deputy Ref.

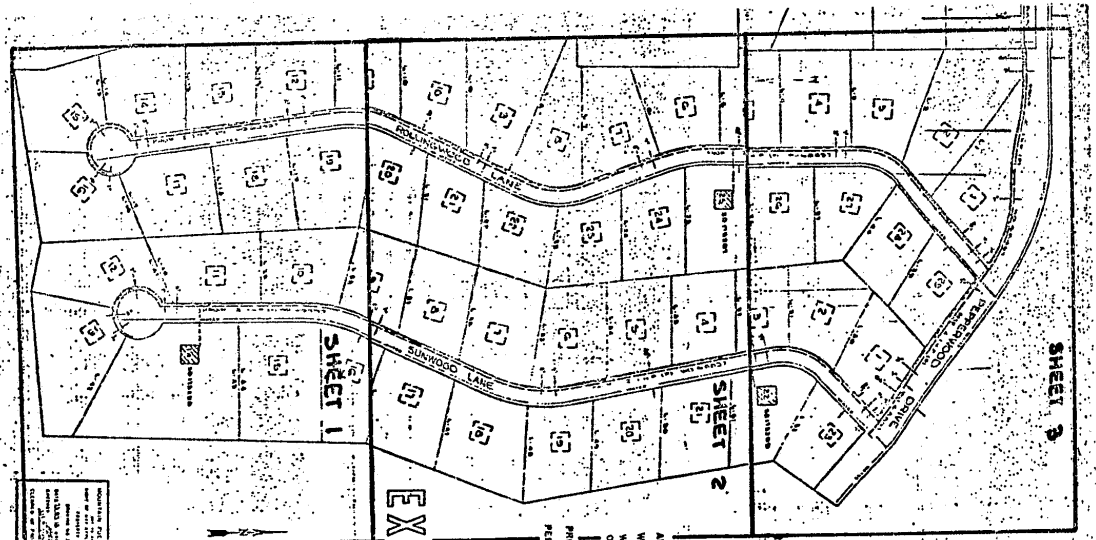
On the 19th day of September, 1973, personally appeared before me Charles H. Horman who being duly sworn, did say that he is the

President of Bell Mountain Corp. and that the foregoing instrument was signed on behalf of said corporation by authority of a resolution of its Board of Directors, (or) its By-Laws, and said Charles H. Horman acknowledged to me that said corporation duly executed the same.

My Commission expires: March 24, 1974 Notary Public Residing at Salt Lake City, Utah

\*Strike clause not applicable. RW-12 SL- 8-72

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# EXHIBIT "A"

ALL HEREIN RIGHTS OF  
 WAY TO BE 14.0 FEET  
 WIDTH AND MAIN TO BE RUN  
 ON CENTER OF E.A.W.  
 PROPERTY OF BELL MOUNTAIN CORP.  
 PEPPERWOOD SUB. PHASE 1

MONITORING POINT LOCATION TO BE DETERMINED BY THE ENGINEER AND THE DISTRICT ENGINEER. THE DISTRICT ENGINEER WILL BE ADVISED OF THE LOCATION OF THE MONITORING POINT. THE DISTRICT ENGINEER WILL BE ADVISED OF THE LOCATION OF THE MONITORING POINT. THE DISTRICT ENGINEER WILL BE ADVISED OF THE LOCATION OF THE MONITORING POINT.
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