

5958

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

PROSPECTOR SQUARE OWNERS ASSOCIATION, 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 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 centerlines 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, in the vicinity of State Highway #248 and Sidewinder Drive, Park City, situate in the North-east Quarter of Section 9, Township 2 South, Range 4 East, Salt Lake Base and Meridian.

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 April 22, 1977, and recorded June 8, 1977, in the office of the County Recorder of Summit County, in Book M95 Pages 126-127 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 12th day of May, 1988.

ATTEST:

Jack Herd
Secretary

PROSPECTOR SQUARE OWNERS ASSOCIATION

Dean S. Bennett
President

800-520 PAGE 434-440

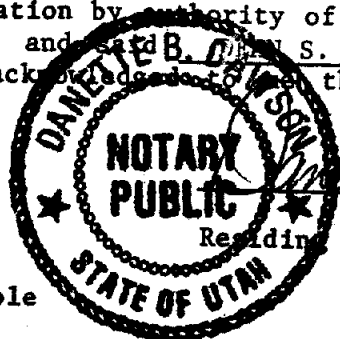
REP NOTE - AB
307714
Mountain Fuel Supply
89 MAY -5 AM 9:40
ALAN SPRIGGS
SUMMIT COUNTY RECORDER
REC'D BY [Signature]

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STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

On the 13th day of May, 19 88, personally appeared before me DEAN S. BERRETT and _____, who being duly sworn, did say that they ~~exist~~ are the President and _____, ~~respectively~~, of Prospector Square Owners Association, and that the foregoing instrument was signed on behalf of said corporation by authority of a resolution of its Board of Director, (or) its By-Laws, and said B. DEAN S. BERRETT and _____ acknowledged to me that said corporation duly executed the same.

My Commission Expires:
July 12, 1988



[Signature]
Notary Public
Residing at Heber City, Utah

* Strike clause not applicable

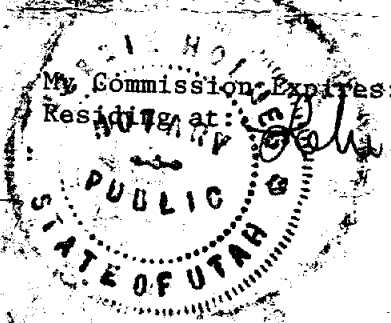
STATE OF UTAH)
) (ss.
COUNTY OF Utah)

On the 23 day of May, 1988, personally appeared before me JACK REID, who being duly sworn, did say that he is the Secretary of Prospector Square Owners Association, and that the foregoing instrument was signed on behalf of said corporation by authority of a resolution of its Board of Director, (or) its By-Laws, and said JACK REID acknowledged to me that said corporation duly executed the same.

[Signature]
Notary Public

My Commission Expires: 3/12/90

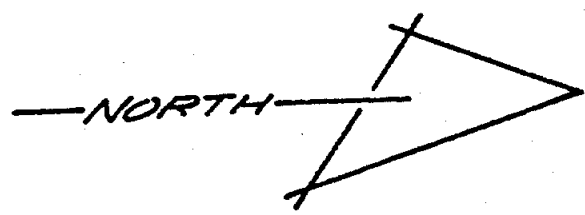
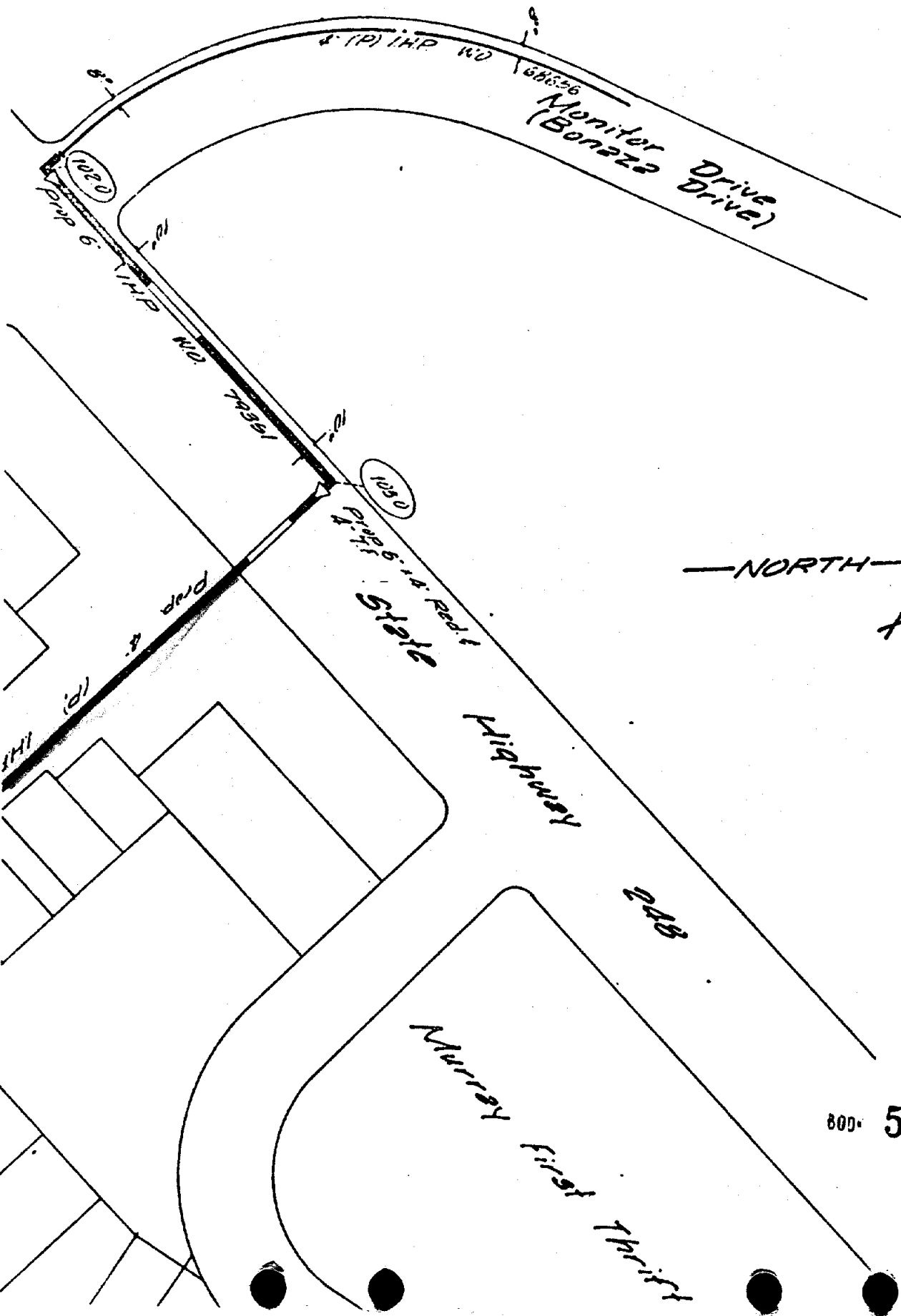
Residing at: [Signature]



BOOK 520 PAGE 435

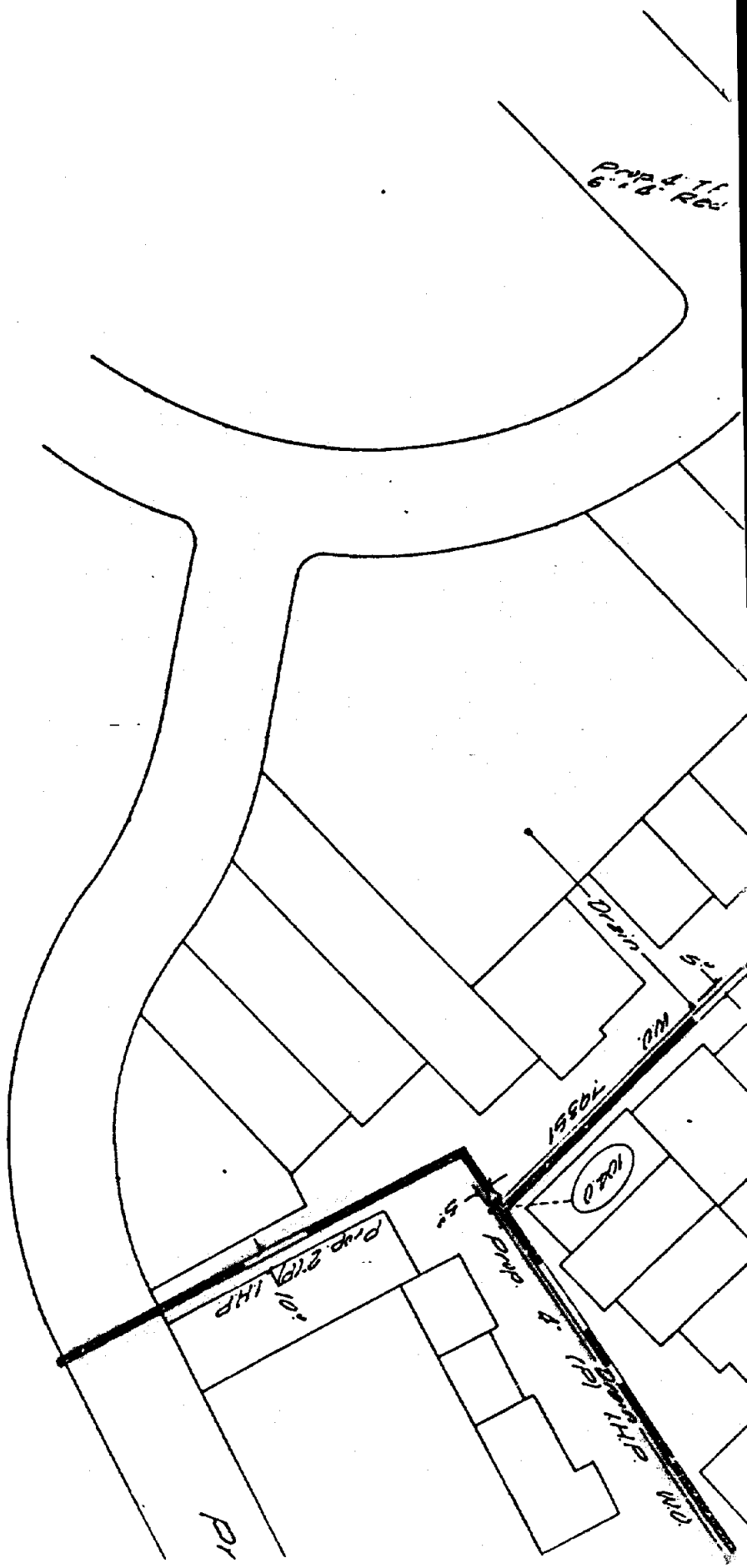
ATTORNEY

Leaf 1 of 2



Job Site Located Approx. 1/2 Mile East of Park Avenue.

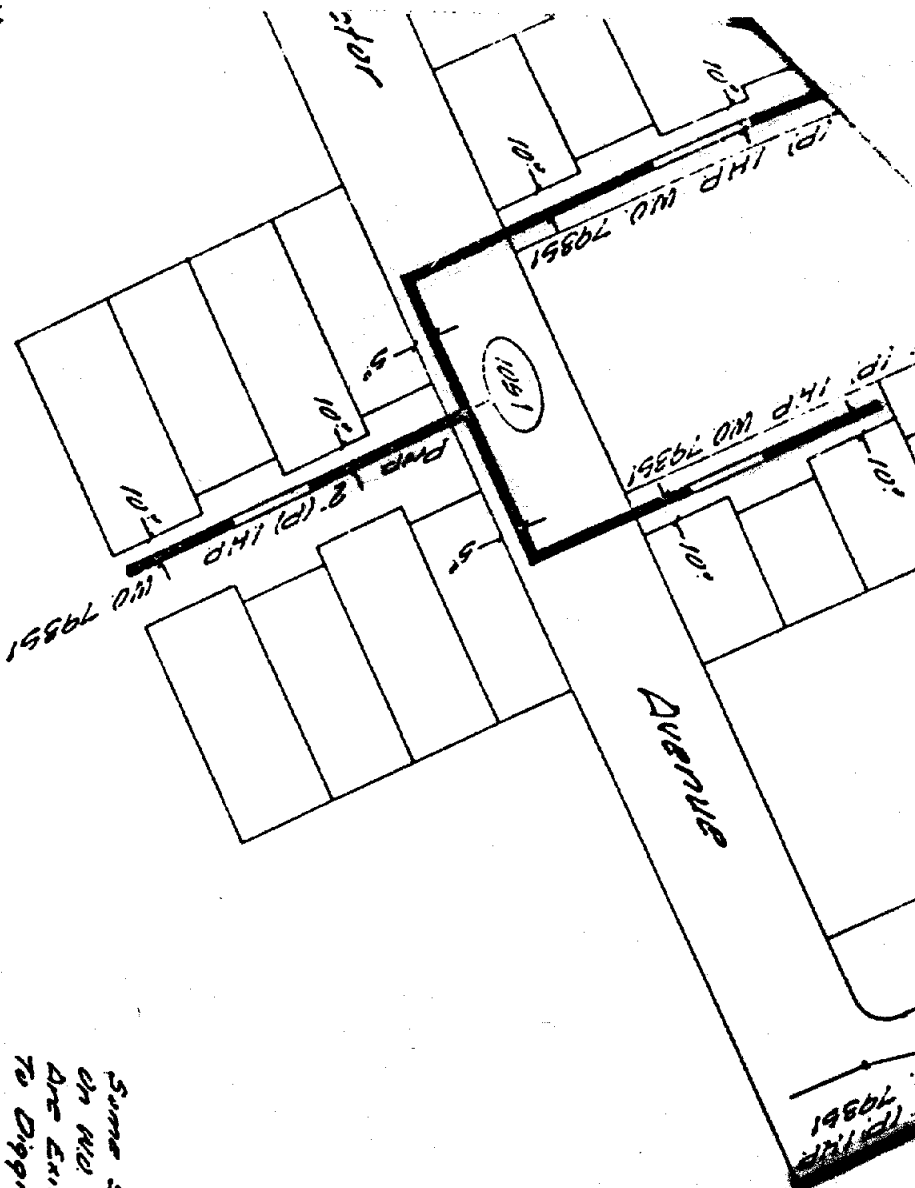
PROP. APPROX.	410	FT. OF	2	PLASTIC PIPE
PROP. APPROX.	1700	FT. OF	1	PLASTIC PIPE
Pipe Approx 500 ft of 8" 5' 5" Pipe				
SUBDIVISION	Eisenhower Square			
CHECKED BY				
DATE	8	12	73	
DRAWN BY	DJB			
MAP(S)				



800 520 PAGE 438

EXHIBIT
Center ltr
to be cer

Sheet 2 of 4



11' RIGHT OF WAY
 of proposed 16.00' R/W
 line of proposed gas main.

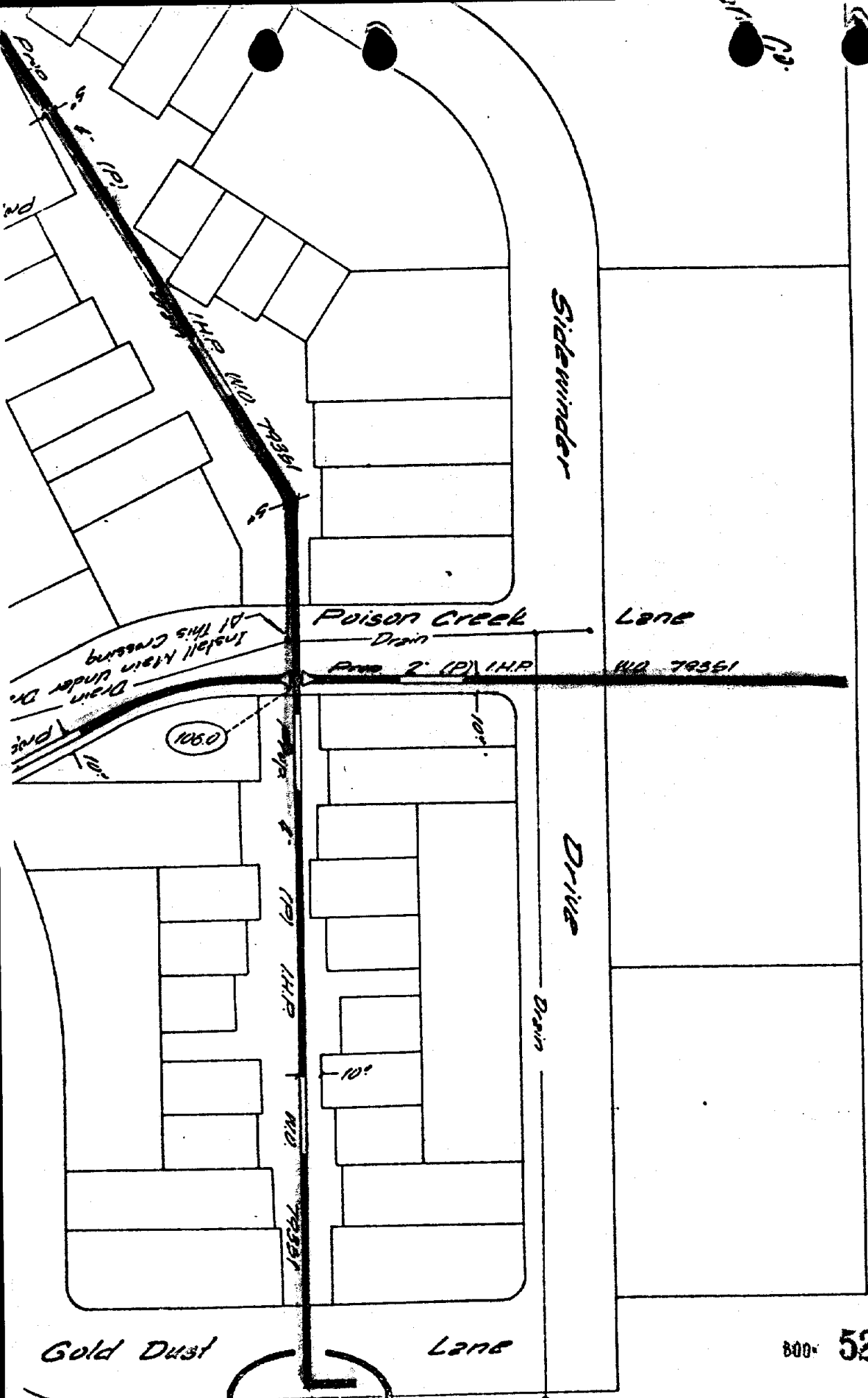
*Some Street Crossings were previously installed
 on W/O 79351. Please Determine which Crossings
 are Existing with Subdivision Developer Prior
 to Digging.*

*Edge Gas to Be Run 10' from Property Lines or
 5' from Storm Drain Swales, As Shown Above.*

MOUNTAIN FUEL SUPPLY CO.
 MAP TO ACCOMPANY
 PERMIT OF WAY APPLICATION TO CROSS
 PROPERTY AS SHOWN
 DRAWING NO. 79351
 DESIGNED BY [Signature]
 CHECKED BY [Signature]
 PREPARED BY PROPERTY SECTION
 DATE _____ BY _____

MOUNTAIN FUEL SUPPLY COMPANY
 PROPOSED MAIN EXTENSION
 Park City Hobbs Dr.
 SCALE 1" = 100'
 W. O. # 79351

Sheet 3 of 4



DRYER 4 88