

Recorded at Request of MOUNTAIN FUEL SUPPLY CO.  
at 847a m Fee Paid \$ 600 KATIE L. DIXON, Recorder,  
Salt Lake County, Utah, by Cheryl Warrington Date MAR 24 1978  
**RIGHT OF WAY AND EASEMENT GRANT**  
(CONDOMINIUM-MOBILE HOME) Cheryl Warrington  
(CORPORATE)

**3082447**

UTAH GROWTH PROPERTIES, INC.

....., a Corporation of the State of Maryland....., 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..... 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 8th..... day of December....., A.D. 1977....., 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

VILLAGE II PHASE 3

(Name of Condominium or Mobile Home) NB

in the vicinity of 2200 West 4100 South..... Keams..... (City)  
(Street Intersection)

Commencing at a point of beginning South 48.1435 feet and East 49.9889 feet from the North Quarter corner of Section 4, Township 2 South, Range 1 West, Salt Lake Base and Meridian, thence S.89° 50'08"E. 823.78 feet; thence S.77°36'10"E. 27.72 feet; thence S.0°09'52"W. 149.56 feet; thence S.41°00'02"E. 30 feet; thence on a curve to the left with a central angle 48°59'11" and a radius of 115.0 feet a distance of 98.32 feet; thence S.0°00'47"W. 505.48 feet; thence on a curve to the left with a central angle of 2°06' 33" and a radius of 677.18 feet a distance of 24.93 feet; thence N.89°50'08"W. 30.15 feet; thence N.4°10'W. 10.89 feet; thence N.30° 15'W. 84.21 feet; thence N.40°34'10"W. 278.57 feet; thence N.33° 30'10"W. 163.68 feet; thence N.43°15'10"W. 110.7 feet, thence N.55°56'54"W. 297.12 feet; thence N.67°02'15"W. 150.52 feet; thence N.0°00'47"E. 34.74 feet to the beginning.

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 27th day of December....., 1977.....

TESTE:  
Robert M. Smith  
(SEAL) Asst. Secretary

UTAH GROWTH PROPERTIES, INC.  
By [Signature] President

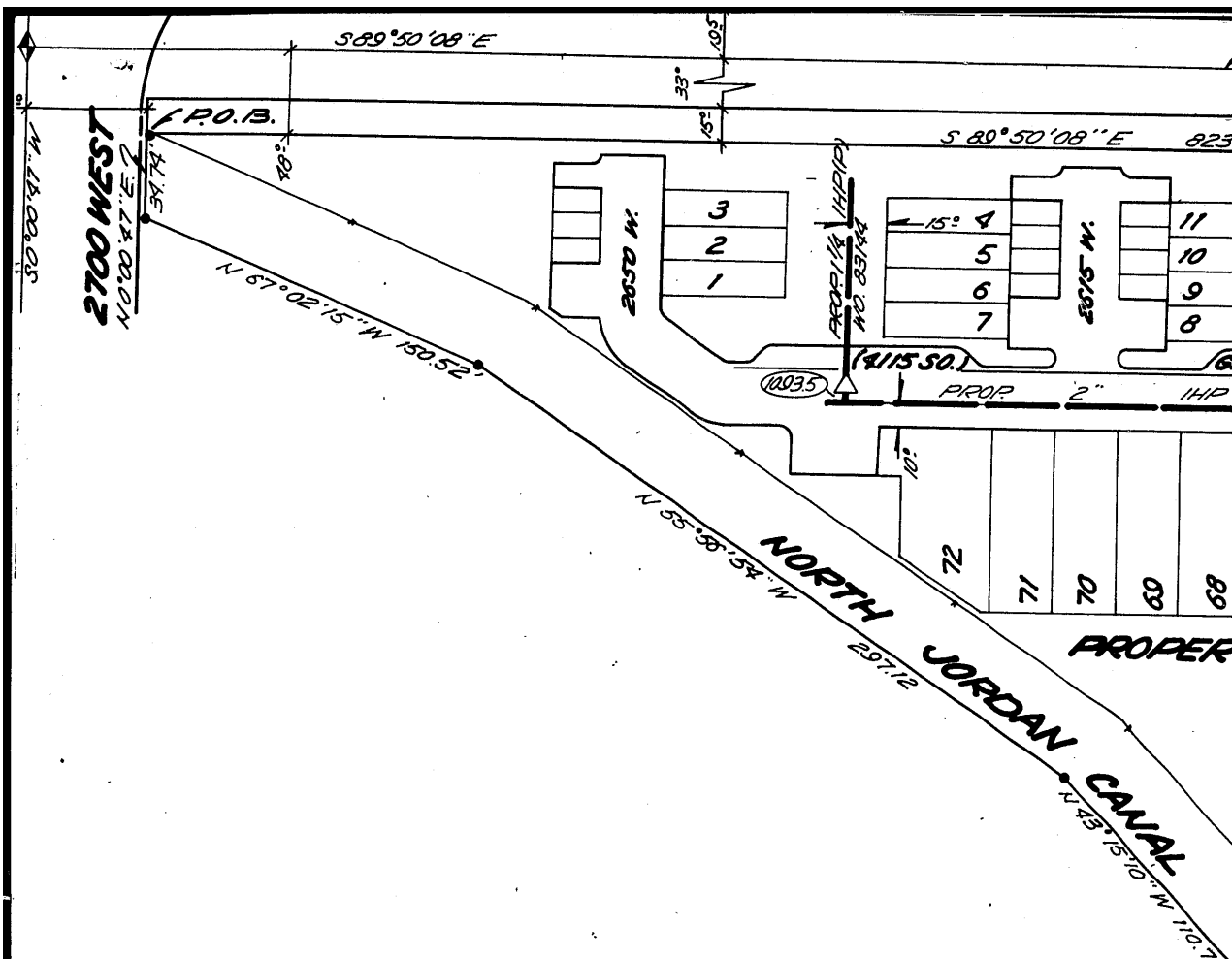
STATE OF Utah Maryland } ss.  
County of Baltimore

On the 27th day of December....., 1977..... personally appeared before me J. L. Wilson, Jr. and Robert L. McBrath, who being duly sworn, did say that they are the Asst. Secretary and President respectively, of Utah Growth Properties, Inc.

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 J. L. Wilson, Jr. and Robert L. McBrath acknowledged to me that said corporation duly executed the same.

Don E. Hughes  
Notary Public  
Residing at Baltimore Co., Md.  
My Commission expires: July 1, 1978  
\*Strike clause not applicable.

BOOK 4644 PAGE 11



**VILLAGE 2**



**EXHIBIT "A" RIGHT  
RIGHTS OF WAY TO  
WIDTH, WITH E OF  
TO BE E OF PROPO  
LOC. NW<sup>4</sup> NE<sup>4</sup> SEC.  
SLB & M.**

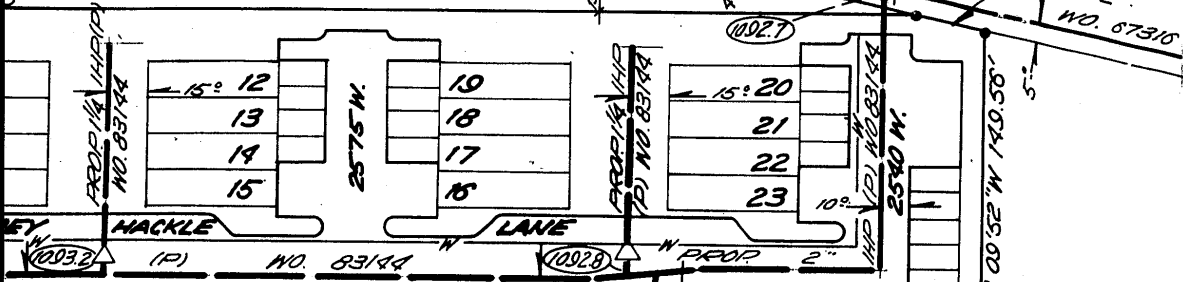
BOOK 4644 PAGE 12

**MOUNTAIN FUEL SUPPLY CO.**  
 MAP TO ACCOMPANY  
 RIGHT OF WAY APPLICATION TO CROSS  
 PROPERTY AS SHOWN  
 DRAWING NO. 19439  
 DATE 7.12.9 DRAWN BY JRW  
 CHECKED UT NO. 12038  
 CLEARED BY PROPERTY SECTION  
 DATE \_\_\_\_\_ BY \_\_\_\_\_

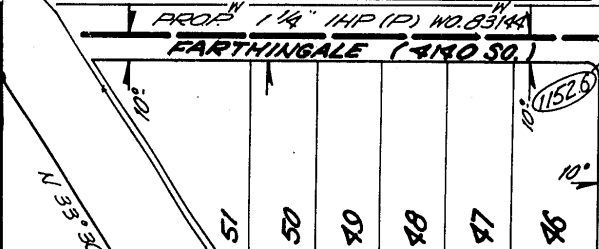
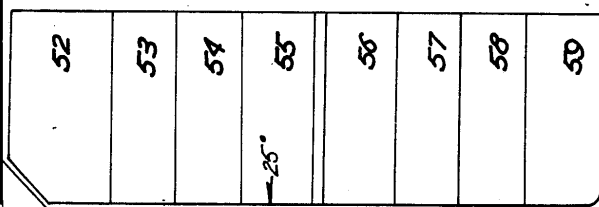
JOB LOC. 4200 S & 2800 W  
 [Faded text and stamp area]

SEC. 3 Q. 2

5' WIDENING STRIP

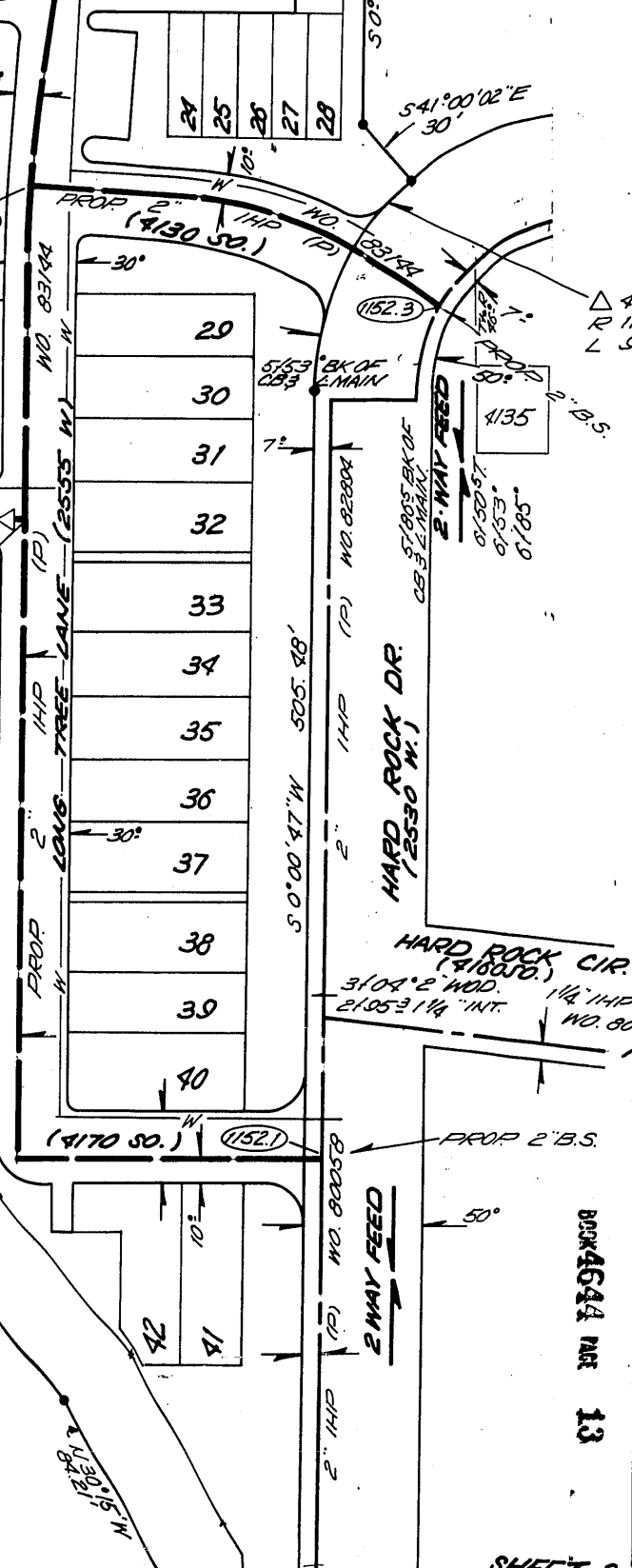
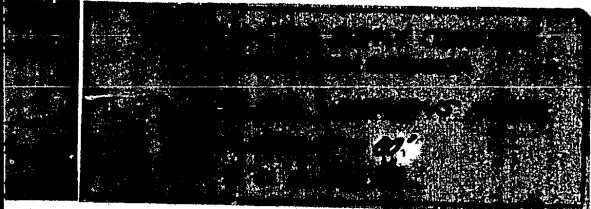


TY OF UTAH GROWTH PROPERTIES INC.



OF WAY ALL BE 16' IN RIGHT OF WAY SED GAS MAIN. 4, T2S, R1W,

PLEASE! CALL BEFORE YOU DIG! FOR LOCATION OF UNDERGROUND UTILITIES 632-5000



BOOK 464 PAGE 13

SHEET 2