

3095325

# RIGHT OF WAY AND EASEMENT GRANT

RESIDENTIAL PROPERTIES, INC.

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 twenty-five 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 Salt Lake County, State of Utah, to-wit:

Land of the Grantor located in the SW $\frac{1}{4}$  Section 34, Township 2 South, Range 1 East, Salt Lake Base and Meridian, Quail Valley No. 6

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 N.82°59'52"E. 12.5 feet from the Northeast corner of Lot 3, Quail Valley No. 6 located in said Section 34, thence N.07°00'08"W. 235.0 feet, thence on a curve to the right with a central angle 58°00'08" and a radius of 117.25 feet a distance of 118.70 feet, thence on a curve to the left with a central angle 67°45'02" and a radius of 96.82 feet a distance of 114.48 feet, thence N.16°45'02"W. 50.0 feet, more or less, to grantor's North property line.

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 24 day of March, 1978.

Wm O. Martineau  
Secretary  
STATE OF UTAH  
County of Salt Lake

RESIDENTIAL PROPERTIES, INC.  
By [Signature] President

On the 24 day of March, 1978, personally appeared before me Robert R. Busch and Wm O. Martineau, who being duly sworn, did say that they are the President and Secretary/Member, respectively, of [Signature] Corporation.

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 R.R. Busch and Wm O. Martineau acknowledged to me that said corporation duly executed the same.

My Commission expires: 8-1-81

Fabrice A. [Signature]  
Notary Public  
Residing at: Sandy

Recorded at Request of [Signature] at 10452 am Fee Paid \$4.00 Salt Lake County, Utah, By KATIE DIXON, Recorder, APR 20 1978

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