

974

403958

# RIGHT OF WAY AND EASEMENT GRANT

(CONDOMINIUM-MOBILE HOME)  
(CORPORATE)

MAPLE HILLS OF BOUNTIFUL

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 Davis 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 17th day of September, A.D. 1974, 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

MAPLE HILLS CONDOMINIUMS

(Name of Condominium or Mobile Home)

in the vicinity of 2050 South and Bluebell Drive, Bountiful,  
 (Street Intersection) (City)  
 situate in Section 33, Township 2 North, 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 27<sup>th</sup> day of September, 1974.

ATTEST:

MAPLE HILLS OF BOUNTIFUL

Norman R. Debuson  
 (SEAL) Secretary

By Theodore M. Peterson  
 President

Platted  Abstracted   
 On  Indexed   
 Compared  Entered

STATE OF UTAH }  
 County of DAVIS } ss.

On the 27<sup>th</sup> day of September, 1974, personally appeared before me Theodore M. Peterson and Norman R. Debuson, who being duly sworn, did say that they are the president and

Secretary respectively, of Maple Hills of Bountiful, 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 Theodore M. Peterson and Norman R. Debuson acknowledged to me that said corporation duly executed the same.

My Commission expires:  
April 7, 1978

Ernie E. Smith  
 Notary Public  
 Residing at Kearns, Utah

\*Strike clause not applicable.

recurred at request of Mountain Fuel Supply Co.  
 Date Oct 23, 1974  
 BY Ernie E. Smith  
 Fee Paid 2.00  
 Recorder BOURNE Davis County  
 Page 274  
 Deputy Book 552