WHEN RECORDED MAIL TO: Mountain Fuel Supply Company P.O. Box 45360, Right-of-way Salt Lake City, UT 84145-0360

## RIGHT-OF-WAY AND EASEMENT GRANT

**UT 18597** 

09/04/96 08:12 AM 1.6
HANCY WORKHAN
RECORDER, SALT LAKE COUNTY, UTAH
MOUNTAIN FUEL 16-00 REC BY: J MORGAN DEPUTY - WI

CARRINGTON SQUARE, L.L.C., A Utah Limited Liability Company

"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 DOLLAR (\$1.00) in hand paid and other good and valuable consideration, receipt of which is hereby acknowledged, a right-of-way and easement (referred to in this Grant as the "Easement") to lay, maintain, operate, repair, inspect, protect, remove and replace pipelines, valves, valve boxes and other gas transmission and distribution facilities (referred to in this Grant collectively as "Facilities") as follows: Eight feet on each side of the centerlines shown on the attached plat, designated Exhibit "A", and by reference made a part of this Grant, which centerlines are within that certain development known as Carrington Square Apartments, in the vicinity of 6000 South 4800 West, Salt Lake City, Salt Lake County, Utah, which development is more particularly described as:

Land of Grantor located in the Southwest Quarter of Section 18, Township 2 South, Range 1 West, Salt Lake Base and Meridian;

Beginning at a point South 00°32'00" East 821.42 feet and South 89°57'14" East 40.00 feet from the West Quarter Corner of Section 18, Township 2 South, Range 1 West, Salt Lake Base and Meridian, said point being on the east side of 4800 West; thence South 89°57'14" East 751.20 feet; thence South 19°16'21" West 527.48 feet; thence West 572.45 feet; thence North 00°32'00" West 498.58 feet to the point of beginning;

TO HAVE AND TO HOLD the same unto its successors and assigns, so long as Grantee shall require with the right of ingress and egress to and from the Easement to maintain, operate, repair, inspect, protect, remove and replace the Facilities. During temporary periods, Grantee may use such portion of the property along and adjacent to the Easement as may be reasonably necessary in connection with construction, maintenance, repair, removal or replacement of the Facilities. Grantor(s) shall have the right to use the surface of the Easement except for the purposes for which this Easement is granted provided such use does not interfere with the Facilities or any other rights granted to Grantee by this Grant.

Grantor(s) shall not build or construct, nor permit to be built or constructed, any building or other improvement over or across the Easement, nor change the contour thereof, without written consent of Grantee. This Grant shall be binding upon the successors and assigns of Grantor(s) and may be assigned in whole or in part by Grantee without further consideration.

It is hereby understood that any person(s) securing this Grant on behalf of Grantee are without authority to make any representations, covenants or agreements not expressed in this Grant.

WITNESS the execution h	Greg Rindlisbacher, Member Roger Sorenson, Member
STATE OF UTAH COUNTY OF SALT LAKE	) ) ss. )
	Roger 50 censor  Lat they are Members of Carring from Square and that the foregoing instrument was signed on behalf of said les of Organization or it's Operating Agreement.

Notary Public



NOTARY PUBLIC AMY DEXTON 2746 W. 8000 B. Wasi Jordan, UT 84088 My Commission Expiris January 11th, 2000 NTATE OF UTAH



