

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

3130ivy.cc

RIGHT-OF-WAY AND EASEMENT GRANT

UT 18388

6242026
12/22/95 08:27 AM 12.00
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
MOUNTAIN FUEL
REC BY: E FROGGET DEPUTY - WI

6242026

IVY TERRACE HOMEOWNERS 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 DOLLAR (\$1.00) in hand paid and other good and valuable consideration, receipt of which is hereby acknowledged, a right-of-way and easement 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 the County of Salt Lake, State of Utah, to-wit:

Land of the Grantor located in the Northeast Quarter of Section 6, Township 1 South, Range 1 East, Salt Lake Base and Meridian;

the centerline 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 West 248.00 feet from the Northeast Corner of Lot 8, Block 51, Plat B, Salt Lake City Survey, located in the East One-half of the Northwest Quarter of the Northeast Quarter of Section 6, Township 1 South, Range 1 East, Salt Lake Base and Meridian, thence South 226.00 feet;

TO HAVE AND TO HOLD the same unto 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. Grantor shall have the right to use said premises except for the purposes for which this right-of-way and easement is granted to Grantee, provided such use does not interfere with the facilities or any other rights granted to Grantee hereunder.

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 shall be binding upon and inure to the benefit of the successors and assigns of Grantor and the successors and assigns of 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 Grantee are without authority to make any representations, covenants or agreements not herein expressed.

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