RIGHT OF WAY AND EASEMENT GRANT

(Condominium-Mobile Home)

POLLARD INCORPORATED A.K.A. POLLARD ASPHALT PAVING AND CONSTRUCTION INCORPORATED, 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) 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 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: 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 8-18-172, and as said plat and Exhibit by this reference being made a part hereof, representing that certain condominium or mobile home project or development known as PARKLAND MOBILE ESTATES, in the vicinity of 8000 South Redwood Road, Salt Lake City, Utah, situated in the Southwest quarter of the Northeast quarter of Section 34, Township 2 South, Range 1 West, Salt Lake Base and Meridian.

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 ithout authority to make any representations, covenants or agreements not herein expressed.

STATE OF UTAH

SS.

Request of SEP 13 1972 saldent Of Secondary State County, Utah

Fee Paid JERADEAN MARTIN

Becorder, Salt Lake County, Utah

Bef, 1972, personally appeared

before me John D. Pollard and Reperting the West, who being duly sworn, did say that they are the President and Secretary, respectively, of POLLARD INCORPORATED, and that the foregoing instrument was signed on behalf of said corporation by authority of its By-Laws, and said John D. Pollard and Ralph R. Moffat acknowledged to me that said corporation duly executed the same.

y sommission expines:

Residing at Missiale, M

POLLARD INCORPORATED

295



