RIGHT OF WAY AND EASEMENT GRANT

2854601

(CONDOMINIUM MOBILE HOME)
(PARTNERSHIP)

COUNTRY CLUB MOBILE ESTATES Ltd., a Limited Partnership By C. S. Watkins, General Partner 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 ten (10) 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 Salt Lake County, State of Utah to-wit: Those certain strips of land in the 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 COUNTRY CLUB PHASE III (Name of Condominium or Mobile Home) 5290 South 1300 East Salt Lake City (Street Intersection) situated in the East half of Section 8, Township 2 South, Range 1 East, Salt Lake Base and Meridian 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 Granter 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 Grantec. 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. to be hereunto affixed COUNTRY CLUB MOBILE ESTATES Ltd., a Limited Partnership C. S. Watkins, GENERAL PARTNER MCUNTAIN FUEL SUPPLY CO. Recorded at Request of _ 12:21 m Fee Paid \$0.00 KATE L. DIXON, Recorder, STATE OF UTAH County of Salt Lake Lake County, Utah, By C. Waune Maberri Dept. Date DCT 8 1976 C. S. Watkips 19...76..., personally appeared before me who being duly sworh, did say that he is the General Partner of and the forgroup instrument was signed on behalf of said partnership by authority of the articles of partnership, and said C. S. Watkins acknowledged to me |hat said partnership duly Commission expires: Striko Undise not applicable. 1980 Residing at____

RW-12 SL 8-72

SM. 2 EXHIBIT "A" R/W

COUNTRY CLUB PHASE III 5290 So. 1300 E.

ROPOSED RIW TO BE 10' IN WIDTH 'ITH & OF GAS AS & OF RIW.

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