

3144439

RIGHT OF WAY AND EASEMENT GRANT

SEVENTEENTH SOUTH FREEPORT CENTER, a Partnership by A. Kyle Bettilyon, 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 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:

Land of the Grantor located in Lots 12 and 13, Block 2, Five Acre Plat "B", Big Field Survey,

the center line 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 located South 5.56 feet and West 621.60 feet from the Northeast corner of said Lot 12, said point being on Grantor's North property line, thence running South 1139' 486.50 feet.

Recorded JUL 28 1978 at Request of MOUNTAIN FUEL SUPPLY CO. KATIE L. DIXON, Recorder Salt Lake County, Utah \$ 400 By Cheryl Warrington Deputy

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 partnership name to be hereunto affixed this 13th day of June, 1978.

ATTEST: SEVENTEENTH SOUTH FREEPORT CENTER By A. Kyle Bettilyon, General Partner

STATE OF UTAH County of ss.

On the 13th day of June, 1978, personally appeared before me A. Kyle Bettilyon who being duly sworn, did say that he is the General Partner of SEVENTEENTH SOUTH FREEPORT CENTER



and that the foregoing instrument was signed on behalf of said partnership by authority of the articles of partnership and said A. Kyle Bettilyon acknowledged to me that said partnership duly executed the same.

My Commission expires: April 7, 1983 Residing at: Kearns, Utah.

*Strike clause not applicable. HW-3 SL 5-61

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