

RIGHT OF WAY AND EASEMENT GRANT

3263275

HILLSIDE APARTMENTS, 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 AND NO/100 DOLLARS (\$ 1.00) and other good and valuable considerations, receipt of which is hereby acknowledged, a right of way and easement 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"), said right of way being situated in the County of Salt Lake, State of Utah, and more particularly described as follows, to-wit:

Beginning at a point North 299.0 feet and East 439.0 feet from the South quarter corner of Section 22, Township 2 South, Range 1 East, Salt Lake Base and Meridian, said point on an existing Mountain Fuel Supply Company right-of-way, thence North 20.0 feet, thence East 64.0 feet, thence North 181.0 feet, thence East 102.0 feet, thence North 18.0 feet, thence East 10.0 feet, thence South 28.0 feet, thence West 92.0 feet, thence South 191.0 feet, thence West 84.0 feet to the point of beginning.

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 corporate name and seal to be hereunto affixed this 22nd day of March, 1979.

ATTEST: HILLSIDE APARTMENTS, INCORPORATED
By Bliss Favros, Secretary/President

STATE OF UTAH
County of Salt Lake ss.

On the 22 day of March, 1979, personally appeared before me Bliss Favros and ... who being duly sworn, did say that they are the President, respectively, of HILLSIDE APARTMENTS, INCORPORATED

and that the foregoing instrument was signed on behalf of said corporation by authority of a resolution of its Board of Directors, (or)* its By-Laws, and said Bliss Favros and ... acknowledged to me that said corporation duly executed the same.

My Commission expires: 6/4/95
*Strike clause not applicable.

Notary Public Seal: State of Utah, Residing at ...

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KATIE L. DIXON
RECORDER
SALT LAKE COUNTY,
UTAH

APR 11 2 08 PM '19

MOUNTAIN FUEL SUPPLY CO.

REC'D OF _____ DEP _____

REF _____

Cheerl Warrington
Cheerl Warrington

P.O. BOX 11368
SLC 84111

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