RIGHT-OF-WAY AND EASEMENT GRANT

UT 18342

S209899

11/09/95 11:43 AM 25 - 00

NANCY WORKMAN

RECORDER, SALT LAKE COUNTY, UTAH

MOUNTAIN FUEL

REC BY:E FROGGET , DEPUTY - WI

"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 (referred to in this Grant as the "Easement") to lay, maintain, operate, repair, inspect, protect, remove and replace pipelines, valves, valve boxes and other gas transmission and distribution facilities (referred to in this Grant collectively as "Facilities") as follows: Eight feet on each side of the centerlines shown on the attached plat, designated Exhibit "A", and by reference made a part of this Grant, which centerlines are within that certain condominium or mobile home project or development known as Colonial Village, in the vicinity of 1530 South Main Street, Salt Lake City, Utah, which development is more particularly described as:

Lots 2 to 9 inclusive and Lots 16 to 19, Block 3, Dieter and Johnson Main Street Addition located in the East Half of the Northeast Quarter of Section 13, Township 1 South, Range 1 West, Salt Lake Base and Meridian, as recorded in the Office of the County Recorder for Salt Lake County, Utah;

TO HAVE AND TO HOLD the same unto its successors and assigns, so long as Grantee shall require with the right of ingress and egress to and from the Easement to maintain, operate, repair, inspect, protect, remove and replace the Facilities. During temporary periods, Grantee may use such portion of the property along and adjacent to the Easement as may be reasonably necessary in connection with construction, maintenance, repair, removal or replacement of the Facilities. Grantor(s) shall have the right to use the surface of the Easement except for the purposes for which this Easement is granted provided such use does not interfere with the Facilities or any other rights granted to Grantee by this Grant.

Grantor(s) shall not build or construct, nor permit to be built or constructed, any building or other improvement over or across the Easement, nor change the contour thereof, without written consent of Grantee. This Grant shall be binding upon the successors and assigns of Grantor(s) and may be assigned in whole or in part by Grantee without further consideration.

It is hereby understood that any person(s) securing this Grant on behalf of Grantee are without authority to make any representations, covenants or agreements not expressed in this Grant.

1995. WITNESS the execution hereof this 25 day of 5.
John Joyle
Jack Gupta, Manager
STATE OF UTAH
COUNTY OF SALT LAKE) ss.
On the 15 day of September, 1995, personally appeared before me that he/she is a Manager of American to lidays, L.c., and that the foregoing instrument was signed on behalf of said company by authority of it's Articles of Organization or it's Operating Agreement.
NOTARY PUBLIC Richard A. Helistron 183 final 180 final 1

