

23858

RIGHT OF WAY AND EASEMENT GRANT  
(CONDOMINIUM-MOBILE HOME)  
(CORPORATE)

EXECUTIVE DEVELOPMENT AND INVESTMENT, INC.

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 five 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 Utah 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 4th day of August, A.D. 1976, and as 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

AMENDED PLAT "A" CEDAR HILLS SUBDIVISION  
(Name of Condominium or Mobile Home)

in the vicinity of Cedar Hills Drive and Sage Road Utah County  
(Street Intersection) (City)  
situate in Section s. 5 and 6, Township 5 South, Range 2 East,  
Salt Lake Base and Meridian, the  
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 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 10 day of August, 1976.

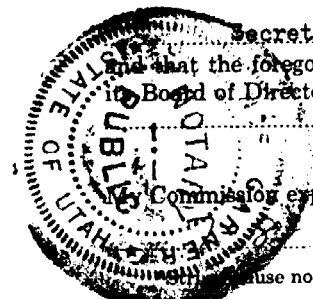
ATTEST: *Eugene E. Black* Secretary  
(SEAL) EXECUTIVE DEVELOPMENT AND INVESTMENT, INC. By *Eugene E. Black* President

STATE OF UTAH } ss.  
County of Utah }

On the 10 day of August, 1976, personally appeared before me C. E. Black and Eugene E. Black, who being duly sworn, did say that they are the Secretary and President

Secretary respectively, of Executive Development & Investment, and that the foregoing instrument was signed on behalf of said corporation by authority of a resolution of the Board of Directors, ~~XXXXXX~~ acknowledged to me that said corporation duly executed the same.

*John A. [Signature]*  
Notary Public  
Residing at *Orem, Utah*



RW-12 SL 8-72

(12)

Commission expires: 79  
cause not applicable.  
M.T. FUEL SUPPLY CO.  
PL. S. T. R.  
UTAH COUNTY RECORDER  
DEPUTY RECORDER  
1976 SEP 17 PM 9:43  
M.T. FUEL SUPPLY CO.

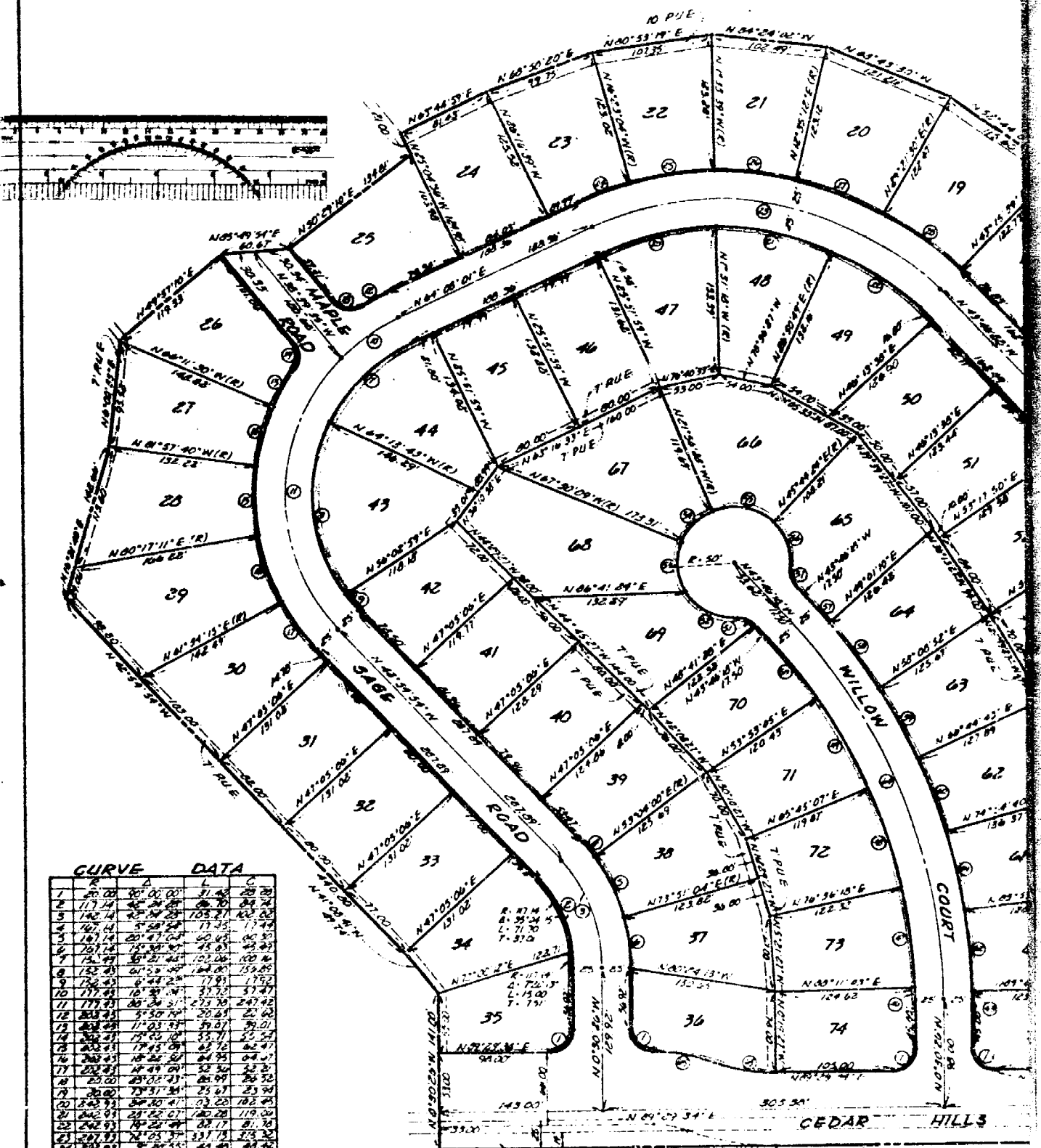
RECORDED AT THE REQUEST OF  
M.T. FUEL SUPPLY CO.

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23858 MOUNTAIN FUEL SUPPLY Co. EXHIBIT "A" -

NORTH



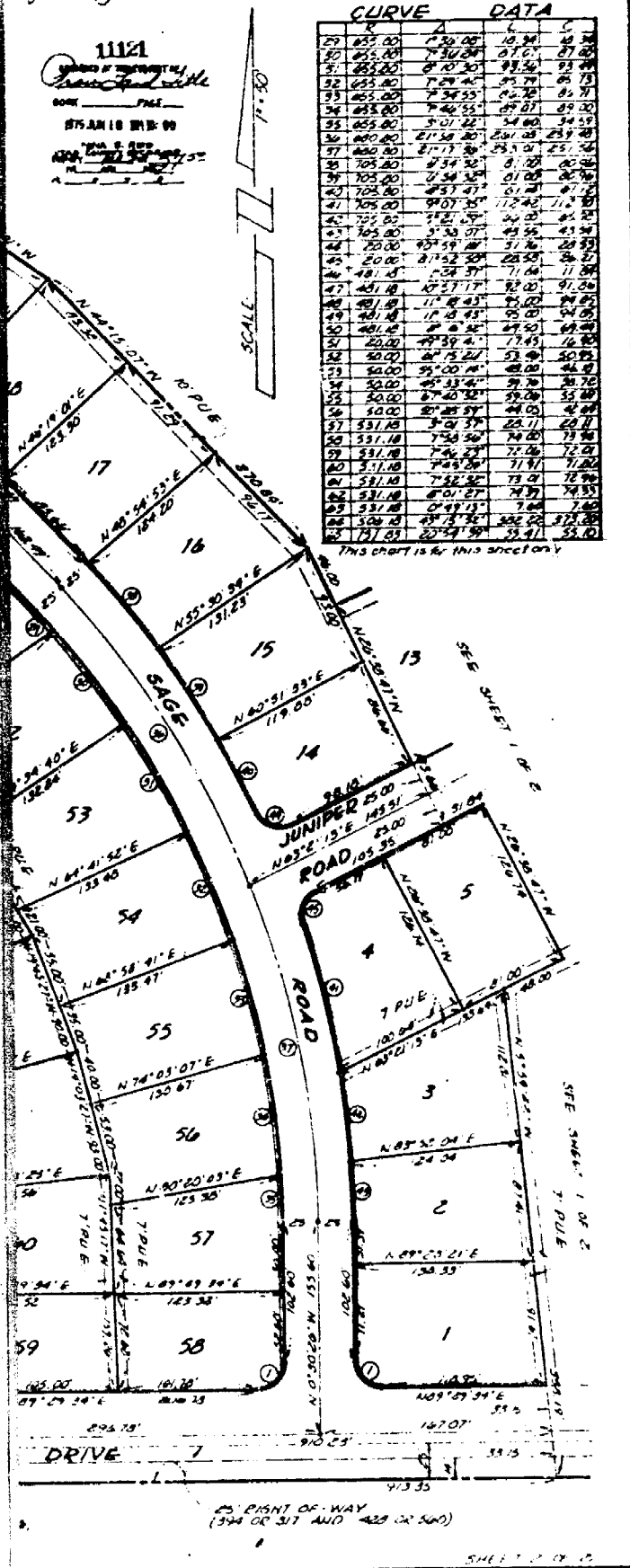
**CURVE DATA**

Curve No.	Station	Chord	Angle	Radius	Area
1	20.00	50.00	90.00	25.00	392.70
2	117.24	50.00	89.70	25.00	392.70
3	145.74	50.00	89.40	25.00	392.70
4	164.14	50.00	89.10	25.00	392.70
5	172.14	50.00	88.80	25.00	392.70
6	179.44	50.00	88.50	25.00	392.70
7	185.74	50.00	88.20	25.00	392.70
8	191.74	50.00	87.90	25.00	392.70
9	197.44	50.00	87.60	25.00	392.70
10	202.74	50.00	87.30	25.00	392.70
11	207.74	50.00	87.00	25.00	392.70
12	212.44	50.00	86.70	25.00	392.70
13	216.74	50.00	86.40	25.00	392.70
14	220.74	50.00	86.10	25.00	392.70
15	224.44	50.00	85.80	25.00	392.70
16	227.74	50.00	85.50	25.00	392.70
17	230.74	50.00	85.20	25.00	392.70
18	233.44	50.00	84.90	25.00	392.70
19	235.74	50.00	84.60	25.00	392.70
20	237.74	50.00	84.30	25.00	392.70
21	239.44	50.00	84.00	25.00	392.70
22	240.74	50.00	83.70	25.00	392.70
23	241.74	50.00	83.40	25.00	392.70
24	242.44	50.00	83.10	25.00	392.70
25	242.74	50.00	82.80	25.00	392.70
26	242.44	50.00	82.50	25.00	392.70
27	241.74	50.00	82.20	25.00	392.70
28	240.74	50.00	81.90	25.00	392.70
29	239.44	50.00	81.60	25.00	392.70
30	237.74	50.00	81.30	25.00	392.70
31	235.74	50.00	81.00	25.00	392.70
32	233.44	50.00	80.70	25.00	392.70
33	230.74	50.00	80.40	25.00	392.70
34	227.74	50.00	80.10	25.00	392.70
35	224.44	50.00	79.80	25.00	392.70
36	220.74	50.00	79.50	25.00	392.70
37	216.74	50.00	79.20	25.00	392.70
38	212.44	50.00	78.90	25.00	392.70
39	207.74	50.00	78.60	25.00	392.70
40	202.74	50.00	78.30	25.00	392.70
41	197.44	50.00	78.00	25.00	392.70
42	191.74	50.00	77.70	25.00	392.70
43	185.74	50.00	77.40	25.00	392.70
44	179.44	50.00	77.10	25.00	392.70
45	172.14	50.00	76.80	25.00	392.70
46	164.14	50.00	76.50	25.00	392.70
47	155.74	50.00	76.20	25.00	392.70
48	146.74	50.00	75.90	25.00	392.70
49	137.44	50.00	75.60	25.00	392.70
50	127.74	50.00	75.30	25.00	392.70
51	117.74	50.00	75.00	25.00	392.70
52	107.44	50.00	74.70	25.00	392.70
53	96.74	50.00	74.40	25.00	392.70
54	85.74	50.00	74.10	25.00	392.70
55	74.44	50.00	73.80	25.00	392.70
56	62.74	50.00	73.50	25.00	392.70
57	50.74	50.00	73.20	25.00	392.70
58	38.44	50.00	72.90	25.00	392.70
59	25.74	50.00	72.60	25.00	392.70
60	12.74	50.00	72.30	25.00	392.70
61	0.00	50.00	72.00	25.00	392.70
62	12.74	50.00	71.70	25.00	392.70
63	25.74	50.00	71.40	25.00	392.70
64	38.44	50.00	71.10	25.00	392.70
65	50.74	50.00	70.80	25.00	392.70
66	62.74	50.00	70.50	25.00	392.70
67	74.44	50.00	70.20	25.00	392.70
68	85.74	50.00	69.90	25.00	392.70
69	96.74	50.00	69.60	25.00	392.70
70	107.44	50.00	69.30	25.00	392.70
71	117.74	50.00	69.00	25.00	392.70
72	127.74	50.00	68.70	25.00	392.70
73	137.44	50.00	68.40	25.00	392.70
74	146.74	50.00	68.10	25.00	392.70

1393-V

W. EASEMENT GRANTED TO CEDAR HILLS INVESTMENT CO. (L.S. 124,000) AND MANILA CULINARY WATER CO. (L.S. 124,000) SOUTH LINE OF THE NE 1/4 SEC. 7 S. 35 T. 5 S. R. 14 E.

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**CURVE DATA**

STATION	CHORD	ARC	ANGLE
1	855.00	77.50	10.34
2	855.00	77.50	10.34
3	855.00	77.50	10.34
4	855.00	77.50	10.34
5	855.00	77.50	10.34
6	855.00	77.50	10.34
7	855.00	77.50	10.34
8	855.00	77.50	10.34
9	855.00	77.50	10.34
10	855.00	77.50	10.34
11	855.00	77.50	10.34
12	855.00	77.50	10.34
13	855.00	77.50	10.34
14	855.00	77.50	10.34
15	855.00	77.50	10.34
16	855.00	77.50	10.34
17	855.00	77.50	10.34
18	855.00	77.50	10.34
19	855.00	77.50	10.34
20	855.00	77.50	10.34
21	855.00	77.50	10.34
22	855.00	77.50	10.34
23	855.00	77.50	10.34
24	855.00	77.50	10.34
25	855.00	77.50	10.34
26	855.00	77.50	10.34
27	855.00	77.50	10.34
28	855.00	77.50	10.34
29	855.00	77.50	10.34
30	855.00	77.50	10.34
31	855.00	77.50	10.34
32	855.00	77.50	10.34
33	855.00	77.50	10.34
34	855.00	77.50	10.34
35	855.00	77.50	10.34
36	855.00	77.50	10.34
37	855.00	77.50	10.34
38	855.00	77.50	10.34
39	855.00	77.50	10.34
40	855.00	77.50	10.34
41	855.00	77.50	10.34
42	855.00	77.50	10.34
43	855.00	77.50	10.34
44	855.00	77.50	10.34
45	855.00	77.50	10.34
46	855.00	77.50	10.34
47	855.00	77.50	10.34
48	855.00	77.50	10.34
49	855.00	77.50	10.34
50	855.00	77.50	10.34
51	855.00	77.50	10.34
52	855.00	77.50	10.34
53	855.00	77.50	10.34
54	855.00	77.50	10.34
55	855.00	77.50	10.34
56	855.00	77.50	10.34
57	855.00	77.50	10.34
58	855.00	77.50	10.34
59	855.00	77.50	10.34

*This chart is for this sheet only*

A 5.0' wide Mountain Fuel Supply Co. R/W, adjacent to property lines, in lots 1, 20, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, and 58. Said R/W being contiguous to Sage Road.

Also, a 5.0' wide Mountain Fuel Supply Co. R/W, adjacent to property lines, in lots 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, and 74. Said R/W being contiguous to Willow Court.

Said lots owned by Associated Industrial Developers.

**MOUNTAIN FUEL SUPPLY CO.**  
 MAP TO ACCOMPANY  
 RIGHT OF WAY APPLICATION TO CROSS  
 PROPERTY AS SHOWN  
 DRAWING NO. P-568  
 DATE 8-4-76 DRAWN BY KW  
 CHECKED \_\_\_\_\_  
 CLEARED BY PROPERTY SECTION  
 DATE \_\_\_\_\_ BY \_\_\_\_\_

**MOUNTAIN FUEL SUPPLY COMPANY**  
 PROPOSED MAIN EXTENSION  
 ALPINE SCHOOL DISTRICT  
 SCALE 1" = 100'  
 W. O. # 78670

**AMENDED PLAT "A"**  
**CEDAR HILLS SUBDIVISION**  
 PHASE I  
 BEING A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 9, AND A PORTION OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 5 SOUTH, RANGE 2 EAST, SALT LAKE BASIN AND MERIDIAN AND LOCATED IN  
 UTAH COUNTY, UTAH  
 SCALE 1" = 50'

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