

4831616

RIGHT-OF-WAY AND EASEMENT GRANT

sg

4831616

05 OCTOBER 89 10:25 AM
KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
MOUNTAIN FUEL
REC BY: REBECCA GRAY , DEPUTY

THE SHAUGHNESSY APARTMENTS CONDOMINIUM OWNERS ASSOCIATION, 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 DOLLAR (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, a right-of-way and easement 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"), 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 0°01'00" West 41.25 feet from the Northwest Corner of Lot 4, Block 45, Plat B, Salt Lake City Survey, said point being on the East line of 700 East; thence North 89°58'07" East 165.00 feet; thence North 0°01'00" West 6.00 feet; thence North 89°58'07" East 70.00 feet; thence South 0°01'00" East 132.00 feet; thence South 89°58'07" West 130.00 feet; thence North 0°01'00" West 16.00 feet; thence North 89°58'07" East 114.00 feet; thence North 0°01'00" West 100.00 feet; thence South 89°58'07" West 219.00 feet, more or less, to Grantor's West property line, said point being on the East line of 700 East; thence North 0°01'00" West 10.00 feet to 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. Grantor shall have the right to use said premises except for the purposes for which this right-of-way and easement is granted to Grantee, provided such use does not interfere with the facilities or any other rights granted to Grantee hereunder.

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 shall be binding upon and inure to the benefit of the successors and assigns of Grantor and the successors and assigns of Grantee, and may be assigned in whole or in part by Grantee.

BOOK 6165 PAGE 798

RETURN TO
MOUNTAIN FUEL SUPPLY COMPANY
P.O. BOX 11360
SALT LAKE CITY, UT 84138
ATTENTION: RIGHT-OF-WAY
GO 300

It is hereby understood that any parties securing this grant on behalf of Grantee are without authority to make any representations, covenants or agreements not herein expressed.

IN WITNESS WHEREOF, Grantor has caused its corporate name and seal to be hereunto affixed this 6th day of September, 1989.

ATTEST:

THE SHAUGHNESSY APARTMENTS
CONDOMINIUM OWNERS ASSOCIATION

(SEAL) _____ Secretary

By: Douglas Hindmarsh President

STATE OF UTAH)
COUNTY OF Salt Lake) ss.

On the 6 day of September, 1989, personally appeared before me Douglas Hindmarsh and _____, who, being duly sworn, did say that they are the President and _____, respectively, of The Shaughnessy Apartments Condominium Owners Association, and that the foregoing instrument was signed on behalf of said corporation by authority of a resolution of its Board of Directors, (or)* its Bylaws, and said President and _____ acknowledged to me that said corporation duly executed the same.

My Commission Expires:

May 7 1990

Maria Edwards
Notary Public

Residing at Salt Lake

* Strike clause not applicable.

