

WHEN RECORDED MAIL TO:  
Mountain Fuel Supply Company  
P.O. Box 45360, Right-of-way  
Salt Lake City, UT 84145-0360

5 / 24 / 96

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## RIGHT-OF-WAY AND EASEMENT GRANT

UT 18530

07/29/96 08:18 AM 6415008 12-00  
NANCY WORKMAN  
RECORDER, SALT LAKE COUNTY, UTAH  
MOUNTAIN FUEL  
REC BY: B GRAY DEPUTY - WI

IRVINE INVESTMENT COMPANY, L.C., A Utah Limited Liability Company, "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 Highland Condos, in the vicinity of 5119 South Highland Drive (2000 East), Salt Lake City, Salt Lake County, Utah, which development is more particularly described as:

Land of Grantor located in the West Quarter of Section 10, Township 2 South, Range 1 East, Salt Lake Base and Meridian;

Beginning at a point East 33.00 feet and North 25.00 feet and South 46°32'20" West 228.29 feet and South 01°32'20" West 909.179 feet from the West Quarter Corner of Section 10, Township 2 South, Range 1 East, Salt Lake Base and Meridian, said point being North 01°32'20" East 304.29 feet; thence South 86°55'00" East 331.50 feet; thence South 01°32'20" West 181.69 feet; thence South 01°34'00" West 164.13 feet; thence North 79°48'00" West 335.12 feet to the point of beginning;

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.

EX 7452 FC 0899

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.

WITNESS the execution hereof this 24<sup>th</sup> day of May, 1996.

Robert D. Irvine, Manager

STATE OF UTAH )  
 ) ss.  
COUNTY OF SALT LAKE )

On the 24<sup>th</sup> day of May, 1996, personally appeared before me Robert D. Irvine who, being duly sworn, did say that he/she is a Manager of Irvine Investment, 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.

Lanana L. Peterson  
Notary Public

