

RIGHT OF WAY AND EASEMENT GRANT

(CONDOMINIUM-MOBILE HOME)

490437

(PARTNERSHIP)

8 63

Cent-4-B. 6c.

Pheasantbrook V, VI, VII

PHEASANTBROOK CONDOMINIUMS, a Limited Partnership by Bruce A. Jackson, General Partner, 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 16.0 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 Davis 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 29th day of December, A.D. 1977, 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

PHEASANTBROOK CONDOMINIUMS

(Name of Condominium or Mobile Home)

in the vicinity of 800 North Main Street, Centerville (Street Intersection) (City)

Beginning at a point 1483.97 feet West and 366.47 feet North from the Southeast corner Lot 4, Block "B" Centerville Townsite Survey, Section 7, Township 2 North, Range 1 East, Salt Lake Base and Meridian, thence N.693.03 feet, thence East 367.57 feet, thence S. 771.36 feet, thence E. 229.42 feet, thence S. 10.0 feet, thence West 173.5 feet, thence S.137.63 feet, thence East 260.47 feet, thence N. 55.97 feet, thence East 41.465 feet, thence S. 195.95 feet, thence West 62.15 feet, thence N. 10 feet, thence West 66.5 feet, thence S. 10 feet, thence W. 586.31 feet, thence N. 366.47 feet to the point of beginning.

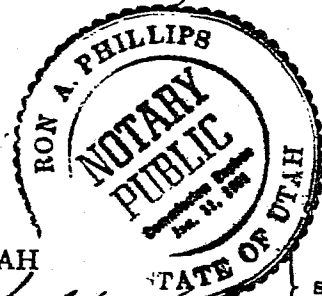
TO HAVE AND TO HOLD the same unto the said Mountain Fuel Supply Company, its successors and assigns, so long as such facilities shall be maintained, with the right of ingress and egress to and from said right of way to maintain, operate, repair, inspect, protect, remove and replace the same. During temporary 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 partnership name to be hereunto affixed this 4th day of January, 1978.

PHEASANTBROOK CONDOMINIUMS, a Limited Partnership By Bruce A. Jackson, GENERAL PARTNER



STATE OF UTAH County of Salt Lake

On the 4th day of January, 1978, personally appeared before me Bruce A. Jackson, who being duly sworn, did say that he is the General Partner respectively of Pheasantbrook Condominiums, and that the foregoing instrument was signed on behalf of said partnership by authority of the articles of partnership, and said Bruce A. Jackson acknowledged to me that said partnership duly executed the same.

My Commission expires:

Jan 11, 1981

Residing at

Salt Lake City

*Strike clause not applicable.

Recorded at request of Mountain Fuel Supply at 11:00 A.M. MAR 27 1978. Fee Paid \$ 6.00. Page 863. Recorder Davis County 697.

Abstracted [] Indexed [] Entered [] On Margin [] Compared [] Platted []

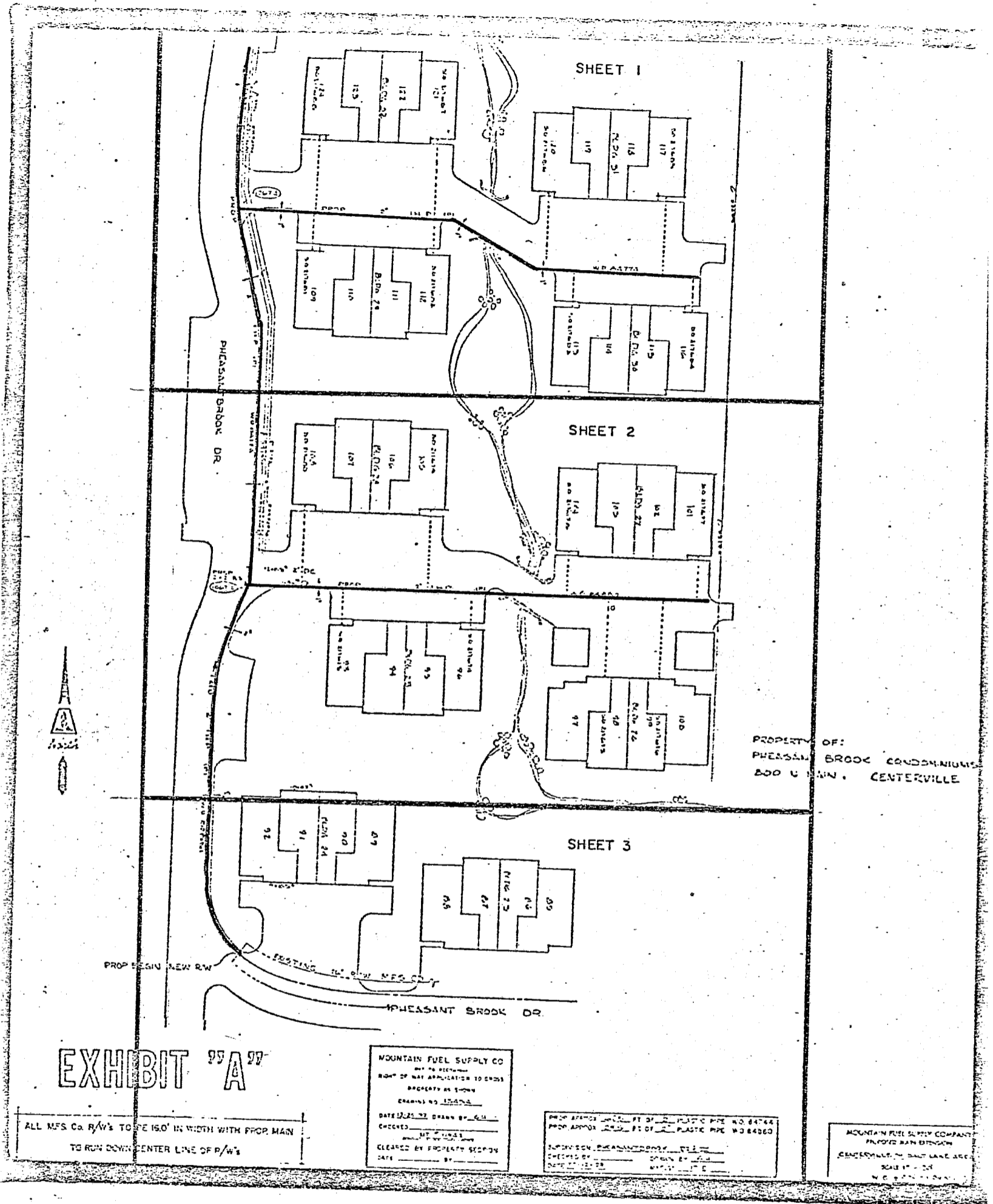


EXHIBIT "A"

ALL MFS Co. R/W's TO BE 150' IN WIDTH WITH PROP. MAIN TO RUN DOWN CENTER LINE OF R/W'S

MOUNTAIN FUEL SUPPLY CO
 801 W. 1000 S.
 RIGHT OF WAY APPLICATION TO CROSS
 PROPERTY AS SHOWN
 DRAWING NO. 15000A
 DATE 12/21/72 DRAWN BY G.S.
 CHECKED BY M.F. JONES
 CLEARED BY PROPERTY SECTION
 DATE _____ BY _____

PROP. APPROX. 1200 FT. OF 12" PLASTIC PIPE NO. 84744
 PROP. APPROX. 1200 FT. OF 12" PLASTIC PIPE NO. 84860
 SUPERVISOR, PHEASANTBROOK, UTAH
 CHECKED BY _____ DATE 12/21/72

MOUNTAIN FUEL SUPPLY COMPANY
 PLYWOOD MAN UTICAN
 CENTERVILLE, UTAH 84302
 SCALE 1" = 20'
 W.C. BROWN

EXHIBIT "A"

PHEASANTBROOK CONDOMINIUMS

800 N. MAIN ST. CENTERVILLE, UTAH

SALT LAKE AREA

