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BOOK 1341 PAGE 750

801500

FILED AND RECORDED

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

JAN 22 PM '80

CHERRYWOOD 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 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 Weber 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 2 day of November, A.D. 1979, 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

CHERRYWOOD CONDOMINIUM PHASE NO. 1

(Name of Condominium or Mobile Home)
in the vicinity of 1135 E Canyon Road Ogden
(Street Intersection) (City)

A part of the Northeast Quarter of Section 21, Township 6 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey. Beginning at a point which is South 1628 feet, West 504.5 feet, N.89° 09'45"W., 270.23 feet, and S.1°06'45"W., 300 feet from the Northeast corner of said Section 21. Said beginning point is also S.89°09'45"E., 616.17 feet, S.0°50'15"W., 33.0 feet and S.1°06'45"W., 300 feet from Ogden City Monument No. 223 ("A" Station 193+64.53 and "B" Station 146+02.20) and running thence: East 490.00 feet; thence, South 200.00 feet; thence, East, 100.00 feet; thence, South, 116.10 feet to the North Right of Way line of Canyon Road; thence, along said North Right of Way line S.62°25'W.; 378.18 feet and S.57°55'W., 90.00 feet; thence, N.44°W., 170.00 feet; thence, N.16°46'09"W., 223.21 feet; thence, N.1°06'45"E., 203.05 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 corporate name and seal to be hereunto affixed this 14th day of November, 1979.

ATTEST:

CHERRYWOOD INC.

Charles R. Kelley
Secretary

By Hoyt F. Kelley
President

STATE OF UTAH

County of WEBER ss.

On the 14th day of November, 1979, personally appeared before me Hoyt F. Kelley and Charles R. Kelley, who being duly sworn, did say that they are the PRESIDENT and

SECRETARY respectively, of CHERRYWOOD INC., and that the foregoing instrument was signed on behalf of said corporation by authority of a resolution of its Board of Directors, (or) its By-Laws, and said Hoyt F. Kelley and Charles R. Kelley acknowledged to me that said corporation duly executed the same.

My Commission expires:

JAN 29, 1983

Residing at Ogden, UTAH

*Strike clause not applicable

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812.00 Mtn Fuel Supply

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(CORPORATE)

JAN 22 1980

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CHERRYWOOD INC.

Charles R. Kelley
Secretary

By Hoyt F. Kelley
President

STATE OF UTAH

County of WEBER ss.

On the 14th day of NOVEMBER, 1979, personally appeared before me Hoyt F. Kelley and Charles R. Kelley, who being duly sworn, did say that they are the PRESIDENT and

SECRETARY respectively, of CHERRYWOOD INC., and that the foregoing instrument was signed on behalf of said corporation by authority of a resolution of its Board of Directors, (or) its By-Laws, and said Hoyt F. Kelley and Charles R. Kelley acknowledged to me that said corporation duly executed the same.

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