

RIGHT-OF-WAY AND EASEMENT GRANT

345511

CAMBRIDGE VILLAGE TOWNHOUSES OWNERS ASSOCIATION, a Utah corporation, 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 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 pipe lines, 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 Washington County, State of Utah, to-wit:

Land of the Grantor located in Block 12, Plat "C", St. George City Survey;

the centerline of said right-of-way and easement shall extend through and across the above described land and premises as follows, to-wit:

Beginning at a point located on the North right-of-way line of 500 South Street; East 83.00 feet from the Southwest Corner of Lot 3, Block 12, Plat "C", St. George City Survey; thence North 00°06'46" East 396.00 feet to a point located on Grantor's North property line.

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 improvements, except sidewalk, curb, gutter, roadway or other surfacing, and landscaping, including water sprinklers and lines, over or across said right-of-way, nor change the contour thereof, without written consent of Grantee. In the event any activities of Grantee permitted hereunder disrupt or damage the excepted improvements, they shall be replaced to near as practical of former condition at Grantee's expense. 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 3 day of February, 1989.

ATTEST

CAMBRIDGE VILLAGE TOWNHOUSES OWNERS ASSOCIATION, a Utah Corporation

Joel Welch
(SEAL) Secretary

By: Larry F. Bundy President

STATE OF UTAH)
COUNTY OF Washington) ss.

On the 3 day of February, 1989, personally appeared before me Larry F. Bundy and Joel Welch, who being duly sworn, did say that they are the president and secretary, respectively, of Cambridge Village Townhouses Owners Assoc., 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 president and secretary acknowledged to me that said corporation duly executed the same.

My Commission Expires:
4-26-91

Gay A. Miller
Notary Public
Residing at St. George

* Strike clause not applicable.

REC'D Mountain Fuel Supply Co.
BOOK 515
PAGE 785-786
1989 MAR 20 PM 12:00
DOCUMENT 345514
HERRING COUNTY CLERK
MRS. J. L. HERRING