

RIGHT OF WAY AND EASEMENT GRANT

*Riviera Townhouse Phase I
Common area*

RIVIERA TOWNHOUSES PHASE I 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 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 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 Davis County, State of Utah, to-wit:

Land of the Grantor located in the Northeast Quarter of Section 18, Township 2 North, Range 1 East, Salt Lake Base and Meridian;

the center line 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 North 519.20 feet and West 1073.65 feet from the East Quarter Corner of said Section 18, said point being on the end of an existing Mountain Fuel Supply Company Right of Way; thence South 19.00 feet more or less to the Grantor's South property line.

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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 11th day of February, 1986.

ATTEST:

Brent R. Hintze
(SEAL) Secretary

RIVIERA TOWNHOUSES
PHASE I OWNERS ASSOCIATION

Steve Smith
By President

STATE OF UTAH

County of Davis ss.

On the 11th day of February, 1986, personally appeared before me Brent Hintze and Steve Smith, who being duly sworn, did say that they are the secretary and President, respectively, of Riviera Townhouse Phase I 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 By-Laws, and said Brent Hintze and Steve Smith acknowledged to me that said corporation duly executed the same.

Melissa J. Smith
Notary Public

Residing at *Crestview, UT*

RETURN TO:
MOUNTAIN FUEL SUPPLY COMPANY
P.O. BOX 11368
SALT LAKE CITY, UT. 84139
ATTENTION: LINDA JOHNSON

My Commission expires:

08-24-87

*Strike clause not applicable.

RW 1 SL 6-81

