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MODIFICATION OF PIPE LINE RIGHT OF WAY

Raj Bell #2
Sl 23-57-2W

172418 THIS AGREEMENT dated the 9th day of December, 1957, between

SUBURBAN HOMES & DEVELOPMENT, INC., A Utah Corporation,

first party, and SALT LAKE PIPE LINE COMPANY, a Nevada corporation, second party, WITNESSETH:

WHEREAS John C. Mason and Maren J. Mason, precessors of first party, did by right of way Agreement dated the 16th day of July, 1949, and recorded July 23, 1949, in Book 5, Page 26 of Official Records of Davis County, State of Utah, grant to second party certain rights, more particularly described in said Agreement, AND

WHEREAS G. W. Clark and Ione Clark, his wife, also precessors of first party, did by right of way Agreement dated the 16th day of July, 1949, and recorded July 23, 1949, in Book 5, Page 28 of Official Records of Davis County, State of Utah, grant to second party certain rights, more particularly described in said Agreement, AND

WHEREAS first party now owns the property described in aforesaid right of way agreements, AND

WHEREAS, the parties hereto desire to change a portion of said Agreements;

NOW, THEREFORE, IT IS MUTUALLY AGREED that the portion of said Agreements dated the 16th day of July, 1949, which reads as follows:

"The route selected by Grantee for the first pipe line laid hereunder shall be the center line of a strip of land sixteen and one-half (16½) feet wide within which all additional lines, as provided for herein, must be laid."

shall be and the same is hereby amended to read as follows:

"Said lines shall be laid in a strip of land described as follows:

Beginning at a point on the south line of section 23, Township 5 North, Range 2 West Salt Lake Base and Meridian, 9.1 feet west of the southeast corner of the southwest quarter of said section 23; thence N 90°52' E, 48.95 feet to a point 0.75 feet west of the east line of said southwest quarter; thence N. 0° 03' W. 1186.05 feet; thence N. 12°-6'E. 102.56 feet to a point 16.5 feet east of the said east line of the southwest quarter; thence west 55.25 feet; thence S. 0°03'E, 1286.05 feet; thence S. 9°52' W. 48.95 feet to the south line of said southwest quarter; thence approximately east along said south line 33.51 feet more or less to the point of beginning".

ALSO, IT IS FURTHER AGREED that the right of ingress and egress held by second party under said agreements be limited to the above described strip, and a strip of land seventeen feet (17') wide immediately adjacent to and along the west line of the above described strip and public streets and alleys.

In all other respects said Agreements dated the 16th day of July, 1949, shall remain in full force and effect.

IN WITNESS WHEREOF the said parties hereto have caused this Agreement to be executed in duplicate.

Agreement in book 270 page 544

Witness:
Attest: _____

By Robert Moulding
President

By Robert Moulding
Secretary
SALT LAKE PIPE LINE COMPANY

Attest: [Signature]

By [Signature]
Vice President

STATE OF UTAH)
) ss.
COUNTY OF WEBER)

On the 11th day of December, 1957, personally appeared before me

the signers of the above instrument, who duly acknowledged to me that they executed the same.

WITNESS my hand and notarial seal.

My commission expires _____

Notary Public

Residing at _____

STATE OF UTAH)
) ss.
COUNTY OF WEBER)

On the 11th day of December, 1957, personally appeared before me

Delbert Moulding and Robert Moulding who being by me duly sworn did say that they are the President and Secretary of Suburban Homes & Development, Inc. and that said instrument was signed in behalf of said corporation by authority of its bylaws or by resolution of its board of directors, and said Delbert Moulding and Robert Moulding acknowledged to me that said corporation executed the same.

My commission expires: 1-4-1958

Notary Public for
Residing at _____

STATE OF UTAH)
) ss.
COUNTY OF DAVIS)

On the 4th day of December, 1957, personally appeared before me C. V. Baxter and D. B. Barlow who being by me duly sworn did say that they are the Vice President and Secretary of the Salt Lake Pipe Line Company and that said instrument was signed in behalf of said corporation by authority of its bylaws and said C. V. Baxter and D. B. Barlow acknowledged to me that said corporation executed the same.

My commission expires: _____

Notary Public for Utah

Residing at _____