

3177098

CORRECTIVE RIGHT OF WAY AND EASEMENT GRANT

OLYMPUS HILLS SHOPPING CENTER LIMITED, a Limited Partnership by Richard L. Skankey, 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 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"), said right of way being situated in the County of Salt Lake, State of Utah, and more particularly described as follows, to-wit:

Beginning at a point on the South line of Jupiter Drive North 1713.96 feet and East 492.74 feet from the Southwest corner of Section 36, Township 1 South, Range 1 East, Salt Lake Base and Meridian, thence South 0°30' West 160.00 feet, thence South 48° West 9.00 feet, thence North 42° West 35.00 feet, thence North 0°30' East 155.00 feet, thence South 63°09'52" East 33.67 feet to 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.

Grantee hereby acknowledges that this is a corrective right of way and easement to that certain right of way and easement grant dated January 12, 1978, and recorded February 23, 1978, in the office of the County Recorder of Salt Lake County, in Book 4628 at Page 910, and that by acceptance hereof, Grantee hereby relinquishes all right, title and interest to the property acquired in this prior easement which is not covered hereby.

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 2 day of October, 1978.

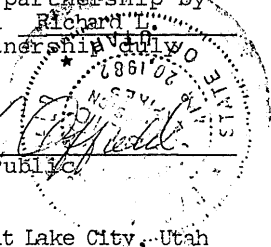
Recorded NOV 3 1978 118 P m
Request of Mountain Fuel Supply Co.
KATIE L. DIXON, Recorder
Salt Lake County, Utah
\$ 5.00 By G. Schvaneveldt Deputy
G. Schvaneveldt

OLYMPUS HILLS SHOPPING CENTER LIMITED
By Richard L. Skankey
Richard L. Skankey, General Partner

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STATE OF UTAH)
 : ss.
COUNTY OF Salt Lake)

On the 2nd day of October, 1978, personally appeared before me Richard L. Skankey, who being duly sworn, did say that he is the General Partner of Olympus Hills Shopping Center Limited, and that the foregoing instrument was signed on behalf of said partnership by authority of the articles of partnership, and said Richard L. Skankey acknowledged to me that said partnership executed the same.


Barbara A. Gifford
Notary Public

My Commission Expires:

April 20, 1982

Residing at Salt Lake City, Utah

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