

490442 CORRECTIVE RIGHT OF WAY AND EASEMENT GRANT

11/28/77
Key: 17-D

KAYSVILLE SHOPPING LIMITED, a Limited Partnership by James D. Fahs, 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 ten (10) 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 Davis County, State of Utah, to-wit:

Land of the Grantor located in the Northwest Quarter Section 34, Township 4 North, Range 1 West, 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 756.069 feet West and 550.27 feet North from the Southwest corner of Block 17, Plat "D", Kaysville Township Survey in said Section 34, thence N.43°35'E. 453 feet, thence N.43°14'W. 565.0 feet.

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 August 3, 1977, and recorded September 19, 1977 in the office of the County Recorder of Davis County in Book 669 at Page 223, 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 21st day of February, 1978.

KAYSVILLE SHOPPING LIMITED, a Limited Partnership

By James D. Fahs
James D. Fahs, General Partner

Reviewed of request of Mountain Fuel Supply Fee Paid 55.00
Date 2/7/1978 BOLENE Recorder Davis County
By James D. Fahs Deputy Book 669 Page 223
Platted Abstracted
On Meridian Indexed
Compared Entered

STATE OF UTAH)

COUNTY OF Salt Lake) ss.

On the 21st day of February, 1978, personally appeared before me James D. Jahn, Jr. who being duly sworn, did say that he is the General Partner of KAYSVILLE SHOPPING LIMITED, and that the foregoing instrument was signed on behalf of said partnership by authority of the articles of partnership, and said James D. Jahn, Jr. acknowledged to me that said partnership duly executed the same.

Terri L. Gregory
Notary Public

My Commission Expires:

Aug. 10, 1981

Residing at Salt Lake City, Utah

