

BOOK 1324 PAGE 868
RIGHT OF WAY AND EASEMENT GRANT
 (CONDOMINIUM-MOBILE HOME)
 (PARTNERSHIP)

1200

168
 OGDEN CITY MALL COMPANY, a Limited Partnership with Ernest W. Hahn, Inc., 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 12.0 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 Weber County, State of Utah, to-wit: Those certain strips of land in the project or development described below and lying along the center lines as shown on the attached Plat, designated Exhibit A, and which is dated 27th day of April, A.D. 1979, and as said Plat and Exhibit may be amended or revised from time to time, said Plat and Exhibit by this reference being made a part hereof, representing that certain condominium or mobile home project or development known as

OGDEN CITY MALL
 (Name of Condominium or Mobile Home)
 in the vicinity of Washington Boulevard, 22nd Street, 24th Street, Ogden
 (Street Intersection) (City)

Beginning at a point at the Northeast corner of Lot 7, Block 39, Plat "A" in Ogden City, thence N.89°02'W. 35.72 feet; thence S.0°58'W. 264.01 feet; thence N.89°02'W. 513.75 feet; thence S.0°58'W. 705.75 feet; thence S.89°02'E. 93.00 feet; thence S.0°58'W. 455.69 feet; thence S.89°02'E. 456.47 feet; thence N.0°58'E. 1424.53 feet to the point of beginning.

01-033-0049, 0001
01-028-0066

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 partnership name to be hereunto affixed this _____ day of _____, 1979.

OGDEN CITY MALL COMPANY, a Limited Partnership
 By: *[Signature]*
 Ernest W. Hahn, Inc., General Partner

STATE OF ~~Utah~~ California
 County of Los Angeles



On the 12th day of June, 1979, personally appeared before me *John M. McArthur, Jr.* who being duly sworn, did say that he is the *Vice President* and

and that the foregoing instrument was signed on behalf of said partnership by authority of the articles of partnership, and said _____ acknowledged to me that said partnership duly executed the same.

My Commission expires: _____
Diane Newsome
 Notary Public

1301 W 800 RD
NO. 1

22 IN STAIN
198.00
198.00

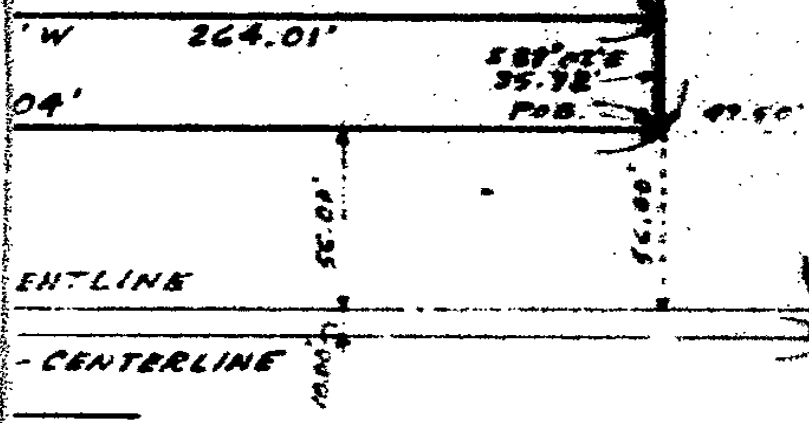
2.80.68
2.80.48

E:
4" GAS MAIN IN CENTER OF ACCESS ROAD

TO OGDEN CITY HALL C.
TO OGDEN CITY NEIGHBORHOOD
DEV. AGENCY.

NOTE: WFRS RIGHTS-OF-WAY
TO BE 42.0 FT. IN WIDTH.

EXHIBIT 'A'



MOUNTAIN FUEL SUPPLY CO.
 OFFICE ADDRESS
 NAME OF CITY APPLICANT TO OPEN
 PROPERTY IS OPEN
 DRAWING NO. 2-22
 DATE 2-22-22 DRAWN BY B.C.C.
 CHECKED BY [Signature]
 CLEARED BY PROPERTY SECTION
 DATE _____

OP. APPROX. 1700 FT. OF 2 PLASTIC PIPE
 OP. APPROX. _____ FT. OF _____ PLASTIC PIPE

DIVISION _____
 CHECKED BY _____ DRAWN BY B.C.C.
 DATE 2-22-22 MAP(S) 22-22

MOUNTAIN FUEL SUPPLY COMPANY
 PROPOSED OPEN EXTENSION

DATE _____
 CHECKED BY _____
 DRAWN BY _____

NEY TBA TRACT
1.248 acres

S 89° 02' E 192.0

298.00'

P.O.B.

CITY MONUMENT
REFERENCE POINT

47.50'

32.33'

78.67'

47.50'

KISTIG PROF. LINE

P.O.B.

25'

768.80'

FEET

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VACATED PORTION
OF KIESEL AVENUE

NO. 3

N0°58'E
101.61'

N0°58'E
110.00'

N89°02'W
45.82'

N0°58'E
8.87'

N 89° 02' W 513.75'

NOT
RUN

BON MARCHE TRACT
1.351 acres



S 89° 02' E 201.80'

PROB. 4" IAP (P) 5' 4" 501.4018

S 0° 58'
350.1

1424.53'

317.87'

P.O.B.

WASHINGTON BLVD.

SURVEY MONUM

761.04'

S 11E (P) (INCISED)

WO. 05153

NOTE: P.O.B. POINT OF BEGINNING

1324
871

1324 N.E. 872

PER



S 0° 58' W 662.04'

761.04'

VACATED PORTION OF GRANT AVENUE

AGENCY TRACT
8.022 acres

"B"

447.53'

105.75'

25 FT. WIDE ACCESS
RESERVATION FOR J.C. PENNEY

P.O.B.



N 87° 02' E
55.100'

178.50'

S 0° 58' W
20.00'

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225

14.87'

NO. 5

N 87° 02' W
72.00'

127.00'

S 0° 58' W
J&P COURT E

329.00'

DEVELOPER TRACT I

7.803 acres

VACATED PORTION
OF 25' STREET

301.00'

N 87° 02' W
82.38'

S 58° 00' E

S 89° 02' E
41.50'

S 0° 58' W
30.00'

S 89° 02' E
140.00'

56.98'

N 87° 02' W
113.27'

P.O.B.

318.42'

S 0° 58' W

S 0° 58' W

1523.40'

W

36'

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NO. 6

N 0° 58' E

1524.98'

N 0° 58' E

1292.912'

1292.912'

"PENNEY PARKING PARCEL
LEVELS 1, 2 & 3 ONLY"

BOUNDARY ON
1ST & 2ND LEVEL

BOUNDARY ON
3RD LEVEL

"B"

258.22'

S 0° 58' W

N 0° 58' E

369.00'

161.87'

S 89° 02' E
93.00'

"A"

N 89° 02' W 151.00'

"A"

ACCESS
TO J.C. PENNEY

PENNEY TRACT
2.048 acres

00'

56.14P

N 09° 09' W 569.80'
N 89° 09' W 209.97'

DEVELOPER TRACT II
0.791 acres

AM 1234 REC 675

NO 7

50° 58' W 19.05'

50° 58' W 19.05'

50° 58' W 19.05'

POB 165.11'

50° 58' W 157.11'

2.00'

N 89° 09' W 200.00'

WOODBURY TRACT
0.720 acres

S 89° 02' E 200.00'

N 05° 18' W 181.50'

WEINSTOCKS TRACT
1.175 acres

56.50'

156.70'

POB

132.00'

251.50'

56.00'

291

GRANT AVI

763.94'

NOT A PART
0.285 acres

73.50

132.968'

N 57° 02' W
16.67'

N 82° 07' 37" W
93.50'

110.17'

N 0° 58' E 132.93'

"B"

S 0° 58' W 455.699'

PROP 4" IHD (P) WO. 4016

25 FT WIDE
EASEMENT

113.33'

16.50'

N 0° 58' E 172.53'

"A"

WD. 25363

790717 *12.00* BOOK 1324 PAGE 877

FILED AND RECORDED FOR

Mtn. Fuel Supply

SEP 26 1 21 PM '79

RUTH EAMES OLSEN
WEBER COUNTY RECORDER

DEPUTY *Edith D. Wheeler*

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- Photocopied Card File
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