

255495 RIGHT OF WAY AND EASEMENT GRANT

SCOTTS-DALE SHOPPING DEVELOPEMENT COMPANY A.K.A.
SCOTTS-DALE SHOPPING CENTER CORPORATION

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 twenty (20) 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:

The land of the Grantor, located in the Northeast quarter of Section 35, Township 5 North, Range 2 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 1,678.68 feet West and 499.04 feet South from the Northeast corner of said Section 35, thence North 125 feet, thence West 30 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 Grantee hereunder. 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 7th day of August, 1963

SCOTTS-DALE SHOPPING DEVELOPEMENT COMPANY A.K.A.
SCOTTS-DALE SHOPPING CENTER CORPORATION

ATTEST
William H. Child
(SEAL) Secretary

By Stuart M. Winegar
President

STATE OF UTAH
County of Davis ss.

On the 7th day of August, 1963, personally appeared before me Stuart M. Winegar and William H. Child who being duly sworn, did say that they are the President and Secretary, respectively, of Scotts-Dale Shopping Center Corporation.

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 Stuart M. Winegar and William H. Child acknowledged to me that said corporation duly executed the same.

My Commission expires:

May 13, 1966

*Strike clause not applicable.

RW-3 SL 5-61

Stanley A. Stingham
Notary Public

Residing at Beautiful, Utah

Willard Hanson
Mt. Fuel Supply
P.O. Box 989
SLC 10, Utah

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