

490441

CORRECTIVE RIGHT OF WAY AND EASEMENT GRANT

NW 28-47-1W

LEGRANDE H. SIMMONS AND COLEEN O. SIMMONS, his wife, Grantors, of Davis County, State of Utah, do 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 pipelines, valves, valve boxes and other gas transmission and distribution facilities (hereinafter collectively called "facilities"), said right of way being situated in the County of Davis, State of Utah, and more particularly described as follows, to-wit:

Beginning at a point 754.47 feet South and 1237.53 feet West from the Northeast corner of the NW 1/4 of Section 28, Township 4 North, Range 1 West, Salt Lake Base and Meridian, thence S.1°40'E. 7.88 feet, thence S.88°54'W. 143.9 feet, thence S.25°25'E. 21.95 feet, thence N.88°54'E. 148.44 feet, thence N.1°06'W. 11.95 feet, thence N.88°54'E. 520.0 feet, thence N.1°06'W. 16.0 feet, thence S.88°54'W. 534.10 feet to point of beginning.

Beginning also at a point 753.47 feet South and 1185.09 feet West from the Northeast corner of the NW 1/4 of Section 28, Township 4 North, Range 1 West, Salt Lake Base and Meridian, thence N.88°54'E. 14.0 feet, thence N.1°55'48"W. 200.0 feet, thence S.88°04'12"W. 5.0 feet, thence N.1°55'48"W. 222.0 feet, thence S.88°04'12"W. 16.0 feet, thence S.1°55'48"E. 238.0 feet, thence N.88°04'12"E. 7.0 feet, thence S.1°55'48"E. 183.77 feet to the point of beginning.

Beginning also at a point 749.95 feet South and 1001.92 feet West from the Northeast corner of the NW 1/4 of Section 28, Township 4 North, Range 1 West, Salt Lake Base and Meridian, thence N.88°54'E. 13.0 feet, thence N.1°50'12"W. 565.0 feet, thence S.88°09'48"W. 13.0 feet, thence S.1°50'12"E. 564.79 feet to the point of beginning.

Beginning also at a point 748.07 feet South and 903.73 feet West from the Northeast corner of the NW 1/4 of Section 28, Township 4 North, Range 1 West, Salt Lake Base and Meridian, thence N.88°54'E. 16.0 feet, thence N.1°40'08"W. 400.0 feet, thence S.88°19'52"W. 16.0 feet, thence S.1°40'08"E. 399.84 feet to the 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 across any part of said right of way and easement, any or all of which may be done at any time or times by the Grantee or its agents without liability to Grantors or other parties for compensation or for damages to oil mat, curbs, gutters and shrubberies. The said Grantors shall have the right to use the said premises except for the purposes for which this

Recorded at request of Mountain Fuel Supply Co.
 Date MAR 27 1978
 by Bruce H. Swindell, Deputy Clerk
 S. JOURNE Recorder Davis County
 M. M. MANGUM, Deputy Clerk
 Fee \$6.50
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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 Grantors 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 Grantors 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 18, 1977, and recorded September 19, 1977, in the office of the County Recorder of Davis County, in Book 669 at Pages 219-220, 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.

WITNESS the execution hereof this 14th day of March, 1978.

LeGrande H. Simmons
LeGrande H. Simmons

Coleen O. Simmons
Coleen O. Simmons

STATE OF UTAH)
County of Davis) ss.

On the 14th day of March, 1978, personally appeared before me LeGrande H. Simmons & Coleen O. Simmons (his wife) the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

David R. Brown
Notary Public

Residing at Salt Lake City, Utah



My Commission Expires: 4/4/80