

DEPUTY CLERK
WEBER COUNTY

David J. [Signature]

JUN 5 9 09 AM '85

PLATTED VERIFIED
ENTERED MICROFILMED

AMENDMENT AND SUPPLEMENT TO AGREEMENT
AND GRANT OF RIGHT OF WAY
938872
1200

THIS AMENDMENT AND SUPPLEMENT TO AGREEMENT AND GRANT OF RIGHT OF WAY, entered into this 17 day of May, 1985, by and between Carol Ann Hess, Karen Hess Mockaitis and Ronald Hess, as Trustees of the Carol Ann Hess Revocable Trust established by Agreement dated June 13, 1984, hereinafter referred to as the Party of the First Part, and Farmers Grain Cooperative, a Utah Corporation, hereinafter referred to as the Party of the Second Part.

15-123-0002
0006
0009

WITNESSETH:

WHEREAS, Party of the First Part is the owner in fee simple of certain real property located in Weber County, State of Utah, as more particularly described on Schedule "A" attached hereto and by this reference made a part hereof, and

WHEREAS, Party of the Second Part is the owner in fee simple of certain real property located in Weber County, State of Utah, as more particularly described on Schedule "B" attached hereto and by this reference made a part hereof, and

WHEREAS, under date of June 13, 1941, Tri-State Oil and Refining Company of Ogden, Utah, a Utah Corporation, a predecessor in interest of the Party of the First Part, and the Party of the Second Part entered into an Agreement and Grant of Right of Way, which instrument was recorded May 9, 1977, in Book 1176 at Pages 397-399 of Records in the Office of the Weber County Recorder, and

Book 1468 Page 2453

WHEREAS, said Agreement and Grant of Right of Way provides for a perpetual right of way in favor of Party of the Second Part for the installation, operation, maintenance and repair of an eight inch drain pipe and a four inch drain pipe, or sewer pipe, together with the necessary sumps and manholes, through, under and across a strip of ground situated in Weber County, State of Utah, the center line of which strip is legally described as follows:

A part of the Northeast Quarter of Section 36, Township 6 North, Range 2 West, Salt Lake Meridian, U.S. Survey: Beginning at a point located North 89°26' West 846.7 feet and North 43°03' East 415 feet, and North 35°16' West 197.7 feet from the Southeast corner of the Northeast Quarter of said Quarter Section (being the Southeast corner of Lot 8, local survey of said Section 36), and running thence North 28°03' West 358 feet along said drain line; thence North 32°28' West 592 feet more or less to the outlet of said drain.

and,

WHEREAS, the parties hereto desire to amend and supplement said Agreement and Grant of Right of Way,

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the sufficiency of which both parties acknowledge, it is agreed as follows:

1. The width of the perpetual right of way hereinabove referred to, to the extent the same is located on the property of Party of the First Part described on Schedule "A" attached hereto, shall be fifty (50) feet, twenty-five feet on each side of the line hereinabove described.

2. Party of the First Part shall not construct or maintain any building or other structure over the right of way, as hereinabove defined, or diminish or substantially add to the ground cover over said right of way; provided, however, that Party of the First Part shall be entitled to the use of

BOOK 1468 PAGE 2454

said strip for purposes which will not interfere with the rights of Party of the Second Part as granted herein and in the said Agreement and Grant of Right of Way, including the right of Party of the First Part to pave said strip with asphalt.

3. Party of the First Part agrees to indemnify and hold harmless Party of the Second Part with respect to any loss or damage which shall be caused to the property of the Party of the First Part as described on Schedule "A" attached hereto by the exercise by Party of the Second Part of the rights granted herein and in the said Agreement and Grant of Right of Way, including without limitation, damage to any asphalt overlaying the perpetual right of way hereinabove described and as herein modified.

4. Except as herein amended and supplemented, the provisions of said Agreement and Grant of Right of Way shall remain in full force and effect.

5. The grants, covenants, agreements and conditions herein contained shall constitute covenants running with the land and shall be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this document the day and year first above written.

PARTY OF THE FIRST PART

**THE CAROL ANN HESS
REVOCABLE TRUST**

By Carol Ann Hess
Carol Ann Hess

By Karen Hess Mookaitis
Karen Hess Mookaitis

By Ronald Hess
Ronald Hess

PARTY OF THE SECOND PART

**FARMERS GRAIN COOPERATIVE
A Utah Corporation**

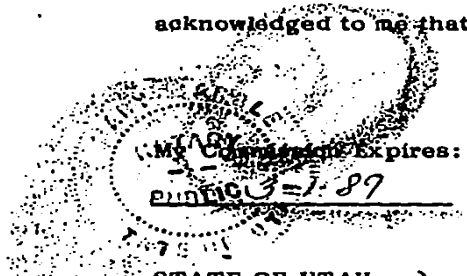
By W. B. Crum
President EXEC VICE President

ATTEST:
By Shirley S. Barnard
Secretary

BOOK 1468 PAGE 2453

STATE OF UTAH)
) ss.
COUNTY OF WEBER)

On the 4 day of June, 1985, personally appeared before me CAROL ANN HESS, KAREN MOCKAITIS and RONALD HESS, as Trustees of the Carol Ann Hess Revocable Trust established by Agreement dated June 13, 1984, the signers of the within instrument, who duly acknowledged to me that they executed the same as Trustees.



Mary Mockaitis
Notary Public
Residing at Ogden, Utah

STATE OF UTAH)
) ss.
COUNTY OF WEBER)

On the 23 day of May, 1985, personally appeared before me W. G. Cross and Shirley S. BARNARD, who being duly sworn by me did say that they are the ~~President~~ EXECUTIVE VICE PRESIDENT and Secretary respectively of FARMER'S GRAIN COOPERATIVE, a Utah corporation, and that said instrument was signed in behalf of said corporation by authority of a resolution of its board of directors and the said * acknowledged to me that said corporation executed the same.

BOOK 1468 PAGE 2456

My Commission Expires:
2-14-88

Ann Singleton
Notary Public
Residing at Ogden, Utah



SCHEDULE "A"

The following described real property located in Weber County,
State of Utah, to-wit:

✓ All of Lot 2, Ogden Commercial and Industrial Park, Plat "A", in the City
of Ogden, according to the official plat thereof.

BOOK 1468 PAGE 2457

SCHEDULE "B"

The following described real property located in Weber County, State of Utah, to-wit:

All of Lot Seven (7) and a part of Lot Eight (8), Local Survey, more particularly described as follows, to-wit:

Beginning at the Southeast corner of said Lot 8, and running thence North 89°37' West 290.7 feet; thence North 33°19' East 530.8 feet, to the East line of said Lot 8; thence South along the East line of said Lot 8 to the place of beginning; situate in the Northeast Quarter of Section 36, in Township 6 North, Range 2 West, of the Salt Lake Meridian, United States Survey.

ALSO: A part of the Northeast Quarter (1/4) of said Section 36, described as follows, to-wit:

Beginning at a point 404.8 feet South of the Northeast corner of said Quarter Section and running thence South 43°03' West 1240 feet; thence South 89°36' East 556.0 feet; thence North 33°19' East 530.8 feet; thence North 0°04' East 466.0 feet, to the place of beginning, situated in Weber County, State of Utah.

BOOK 1468 PAGE 2458