

RETURNED  
OCT 22 1991

RETURN TO:  
MOUNTAIN FUEL SUPPLY COMPANY  
P.O. BOX 11808  
SALT LAKE CITY, UT 84139  
ATTENTION RIGHT-OF-WAY  
CUBCC

**RIGHT-OF-WAY AND EASEMENT GRANT**

E# 945299 BK 1445 PG 107  
CAROL DEAN PAGE, DAVIS CNTY RECORDER  
1991 OCT 22 12:43 PM FEE 9.00 DEP MEC  
REC'D FOR MOUNTAIN FUEL SUPPLY COMPANY

9.00

SW-12-37-10

SMITH'S FOOD KING PROPERTIES, INC.

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 DOLLAR (\$1.00) and other good and valuable consideration, 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:

27.  
06-051-0069  
150-93

Beginning at a point which is North 482.78 feet and West 1351.19 feet from the Southwest Quarter Corner of Section 12, Township 3 North, Range 1 West, Salt Lake Base and Meridian; thence South 21°00'00" East 21.41 feet; thence South 89°54'32" West 96.72 feet; thence North 69°00'00" East 56.04 feet; thence North 89°54'32" East 36.73 to the point of beginning.

TO HAVE AND TO HOLD the same unto 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. Grantor shall have the right to use said premises except for the purposes for which this right-of-way and easement is granted to Grantee, provided such use does not interfere with the facilities or any other rights granted to Grantee hereunder.

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 shall be binding upon and inure to the benefit of the successors and assigns of Grantor and the successors and assigns of Grantee, and may be assigned in whole or in part by Grantee.

NOTE: This Easement is specifically made subject to the Addendum attached hereto as Exhibit "A."

It is hereby understood that any parties securing this grant on behalf of Grantee are without authority to make any representations, covenants or agreements not herein expressed.

IN WITNESS WHEREOF, Grantor has caused its corporate name and seal to be hereunto affixed this 27<sup>th</sup> day of AUGUST, 1991.

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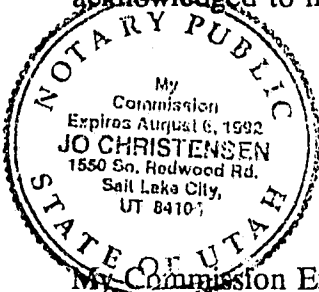
ATTEST:

[Signature]  
(SEAL) WST. Secretary

By: [Signature]  
SR. VICE President

STATE OF UTAH )  
                  SALT LAKE ) ss.  
COUNTY OF ~~DAVIS~~ )

On the 27<sup>th</sup> day of AUGUST, 1991, personally appeared before me MICHAEL C. FREI, and PETER H. BARTH who, being duly sworn, did say that they are the SR. VICE PRES. and ASST. SECRETARY, respectively, of SMITH'S FOOD & DRUG CENTERS, INC., and that the foregoing instrument was signed on behalf of said corporation by authority of a resolution of its Board of Directors ~~(or its Board)~~, and said MICHAEL C. FREI and PETER H. BARTH acknowledge to me that said corporation duly executed the same.



[Signature]  
Notary Public

Residing at SALT LAKE COUNTY, UTAH

My Commission Expires:  
AUGUST 6, 1992

\*Strike clause not applicable

RETURN TO:  
MOUNTAIN FUEL SUPPLY COMPANY  
P.O. BOX 11368  
SALT LAKE CITY, UT 84138  
ATTENTION: RIGHT-OF-WAY  
CO 303

RETURN TO:  
MOUNTAIN FUEL SUPPLY COMPANY  
P.O. BOX 1533  
SALT LAKE CITY, UT 84139  
ATTENTION: RIGHT-OF-WAY  
30505

## EASEMENT ADDENDUM

E# 945299 BK 1445 PG 109

Notwithstanding anything to the contrary contained in the Easement dated August 27, 1991, to which this Addendum is attached, the following provisions shall apply:

1. Grantee shall maintain the lines and related equipment in good order and repair and in a proper operating condition. The lines within the Easement shall be underground.
2. Grantee agrees that all work within the Easement area or in connection with this Easement shall be done in a manner so as to minimize interference with the operations of, and public access to, Grantor's business operations.
3. Grantee shall replace and restore as near as practicable to its condition immediately prior to any ground disturbing activity of Grantee, the surface of the Easement area and any subsurface base course or utility or irrigation lines disturbed by it in the course of maintenance or repair of its lines and related equipment; provided such surface and subsurface then consist only of paved and striped parking areas, base course, sidewalks, curbs, landscaped areas, other underground utility lines, underground irrigation lines and similar improvements.
4. Grantee (and its respective successors and assigns) shall be responsible for any damages arising out of Grantee's negligent installation, operation, maintenance, repair, and/or inspection of Grantee's facilities and related equipment installed within the Easement Area. Grantee shall also be responsible for any liens arising out of Grantees work.
5. Grantor reserves the right to allow other utility lines to be installed across and within the Easement Area, provided such installation does not interfere with the installation, maintenance, repair and operation of, or endanger, the utility lines and related equipment of Grantee.

EXHIBIT "A"