

RETURN TO:  
MOUNTAIN FUEL SUPPLY COMPANY  
P.O. BOX 11368  
SALT LAKE CITY, UT 84139  
ATTENTION: RIGHT-OF-WAY  
GO 306

## RIGHT-OF-WAY AND EASEMENT GRANT

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SHOPKO STORES, INC., d/b/a Uvalko ShopKo Stores, Inc., a Minnesota corporation, 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 Salt Lake, State of Utah, and more particularly described as follows, to-wit:

Beginning at a point North 634.08 feet and East 921.11 feet from the Southwest Corner of Section 3, Township 3 South, Range 1 East, Salt Lake Base and Meridian; thence North 00°04'00" West 16.00 feet; thence North 89°56'00" East 108.00 feet; thence South 00°04'00" East 83.75 feet; thence South 89°56'00" West 16.00 feet; thence North 00°04'00" West 67.75 feet; thence South 89°56'00" West 92.00 feet.

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.

\*\* Grantee by acceptance hereof agrees to replace and repair the surface of the easement area to its condition immediately preceding, or as reasonably close as possible to the immediately preceding condition as possible, any disturbance thereof by Grantee in connection with its use of this easement.

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