

4438725

RIGHT OF WAY AND EASEMENT GRANT

SMITH'S FOOD KING PROPERTIES

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 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"), 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 on the West Right of Way line of 900 East Street, said point North 508.99 feet and East .85 feet from the Southeast Corner of Lot 1, Block 5, Ten Acre Plat A, Big Field Survey, thence South 89°54'14" West 225.00 feet, thence North 00°05'44" East 38.18 feet, thence South 89°54'14" West 213.00 feet, thence North 00°05'44" East 35.00 feet to a point on the Grantor's North property line, thence along said property line North 89°54'14" East 238.00 feet, thence South 00°05'44" West 57.18 feet, thence North 89°54'14" East 200.00 feet to the West Right of Way line of 900 East Street, thence along said Right of Way line South 00°05'44" West 16.00 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. 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 said Grantee, 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 Grantor 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 2nd day of September, 1986.

 **ATTEST:**
Tom Welch
 Assistant Secretary

SMITH'S FOOD KING PROPERTIES
 By *Tom Welch* President

STATE OF UTAH
 County of Salt Lake } ss.

On the 2nd day of September, 1986, personally appeared before me Tom Welch and W. Grant Woolley, who being duly sworn, did say that they are the Vice President and Assistant Secretary, respectively, of SMITH'S FOOD KING PROPERTIES, 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 By-Laws, and said Tom Welch and W. Grant Woolley acknowledged to me that said corporation duly executed the same.

My Commission expires:
August 6, 1988

Mary J. Christensen
 Notary Public
 Residing at Salt Lake City, Utah

*Strike clause not applicable.
 RW-4 SL 6-81

RETURN TO:
 MOUNTAIN FUEL SUPPLY COMPANY
 P.O. BOX 11368
 SALT LAKE CITY, UT. 84139
 ATTENTION: LINDA JOHNSON

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KATHLEEN DIXON
SALT LAKE COUNTY
UTAH

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MOUNTAIN FUEL
SUPPLY
DEP
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