

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

ENT 47948 BK 3000 PG 340
NINA B REID UTAH CO RECORDER BY NB
1992 SEP 14 1:13 PM FEE 9.00
RECORDED FOR MOUNTAIN FUEL SUPPLY

ALBERTSON'S, INCORPORATED, A DELAWARE CORPORATION,
a corporation of the State of Idaho, 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 20.00 feet in width 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") through and across the following-described land
and premises situated in the County of Utah, State of Utah, to-wit:

Land of the Grantor located in Block 17, American Fork City Survey of
Building Lots, Salt Lake Base and Meridian;

the centerline of said right-of-way and easement shall extend through and across the above-
described land and premises as follows, to-wit:

Beginning at a point South 35.0 feet from the Northwest Corner of Lot 10,
Block 17, Plat "A", American Fork City Survey of Building Lots, said point
being on the Grantor's Westerly property line adjoining 100 East Street;
thence East 5.78 chains (381.48 feet) more or less to Grantor's Easterly
property line adjoining Grant Avenue.

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.

378BEA.lgl

#378 - American Fork
American Fork, UT

EASEMENT ADDENDUM

ENT 47948 BK 3000 PG 342

Grantor: Albertson's, Inc.

Grantee: Mountain Fuel Supply Company

Instrument Date: July 20, 1992

Anything in this instrument to the contrary notwithstanding, Grantee by recording this instrument and/or exercising the rights herein granted agrees to the following conditions:

(a) The easement(s) herein granted are subject to all easements and encumbrances of record and are non-exclusive provided later granted easements shall be subject to Grantee's rights and uses.

(b) All lines, equipment and their related components and supports placed within the described easement area(s) by Grantee, or Grantee's agents or contractors, pursuant to this instrument ("Grantee's Property") shall remain the property of Grantee.

(c) Grantor and its successors and assigns retain the right to full use of the surface of the described easement area(s) except where Grantee has placed Grantee's Property, provided, however, Grantor will not erect any building or major structure within the described easement area(s).

(d) Grantee shall at all times operate and maintain Grantee's Property within the described easement area(s) in accordance with its public utility obligations and shall promptly repair and restore to its prior condition any paving, parking lot striping or other improvements, except planters, light standards, buildings and other major structures, existing within the described easement area(s) which are disturbed by the construction or maintenance of Grantee's Property by Grantee, or Grantee's agents or contractors.

(e) Grantee shall not in the exercise of the within easement(s) unreasonably interfere or obstruct Grantor, or Grantor's agents or contractors, in the location or construction of any buildings located in the area adjoining the described easement area(s), or unreasonably interfere with any business of Grantor. Nothing in this Paragraph (e), however, shall allow Grantor or Grantor's agents or contractors to construct a building or other structure within the described easement area as provided in Paragraph (c) herein, or to unreasonably interfere with Grantee's rights to construct, operate and maintain Grantee's Property hereunder.

(f) After recording this instrument, Grantee shall provide Grantor with the date, instrument number, book and page of recording.