

6869

RETURN TO:  
MOUNTAIN FUEL SUPPLY COMPANY  
P.O. BOX 1368  
SALT LAKE CITY, UT 84139  
ATTENTION: RIGHT-OF-WAY  
GO 306

RIGHT-OF-WAY AND EASEMENT GRANT

*Bill L. nme*

RETURNED

JUL 25 1991

E: 935199 BK 1427 PG 140  
CAROL DEAN PAGE, DAVIS CNTY RECORDER  
1991 JUL 25 1:03 PM FEE 9.00 DEP CDP  
REC'D FOR MOUNTAIN FUEL SUPPLY COMPANY

ALBERTSON'S, INC.

a corporation of the State of Delaware 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 16.0 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 Davis, State of Utah, to-wit:

Land of the Grantor located in Block "L," North Millcreek Plat, Bountiful Townsite Survey;

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 North 89°44'04" East 640.00 feet and South 0°09'34" West 153.80 feet from the Northwest Corner of said Block "L," thence South 0°09'34" West 225.00 feet.

*OK ML 5/11/90*

*PT-03-036-0115*

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. 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.

25.00

9.00

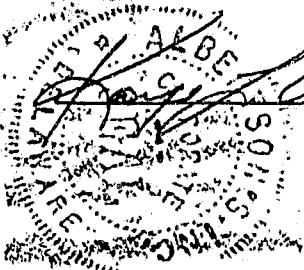
It is hereby understood that any parties securing this grant on behalf of Grantee are without authority to make any representations, covenants or agreements not herein expressed.

Subject to the Easement Addendum attached hereto and by this reference made a part hereof.

IN WITNESS WHEREOF, Grantor has caused its corporate name and seal to be hereunto affixed this 10th day of May, 1990.

ATTEST:

ALBERTSON'S, INC.



Secretary

By:

Thomas R. Saldin  
Senior Vice President

STATE OF Idaho )  
COUNTY OF Ada ) ss.

On the 10th day of May, 1990, personally appeared before me Thomas R. Saldin and Kaye L. O'Riordan, who, being duly sworn, did say that they are the Senior Vice President and Secretary, respectively, of ALBERTSON'S, 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 Bylaws, and said Senior Vice President and Secretary acknowledged to me that said corporation duly executed the same.

Jammy F. Justice  
Notary Public  
Residing at Boise, Idaho

My Commission Expires:  
1/24/95

\* Strike clause not applicable.

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## EASEMENT ADDENDUM

Grantor: Albertson's, Inc.

Grantee: Mountain Fuel Supply Company

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Instrument Date: 5/14/90

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 nonexclusive 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 maintain Grantee's Property in good order and repair and in a proper operating condition. Grantee shall bear the entire cost and expense of installation, inspection, repair and maintenance of Grantee's Property, including excavation and back fill, and shall restore as near as practicable 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 agrees that all work within the easement area(s) 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, the adjacent shopping center.

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

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