

3985407

RIGHT OF WAY AND EASEMENT GRANT

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 AND NO/100 DOLLARS (\$1.00) and other good and valuable considerations, receipt of which is hereby acknowledged, a right of way and easement 15.0 feet in width 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") through and across the following described land and premises situated in Salt Lake County, State of Utah, to-wit:

Land of the Grantor located in Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian.

the center line 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 39.87 feet and West 535.11 feet from the Southeast Corner of said Section 26; thence N.0°09'50"W. 362.00 feet; thence S.89°59'10"W. 93.00 feet; thence N.0°09'50"W. 225.91 feet to a point on the boundary of Grantor's property.

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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 Grantee are without authority to make any representations, covenants or agreements not herein expressed.

SUBJECT TO the Easement Addendum attached hereto and made a part hereof.

IN WITNESS WHEREOF the Grantor has caused its corporate name and seal to be hereunto

affixed this 10th day of April May, 1984.

ATTEST:

ALBERTSON'S, INC.

Minnie O. Armstrong
(SEAL) Secretary

By Thomas R. Saldin
Senior Vice President

STATE OF IDAHO } ss.
County of Ada }

On the 10th day of April May, 1984, personally appeared before me Thomas R. Saldin and Minnie O. Armstrong, 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, ~~(BY THE BY-LAW)~~ and said Thomas R. Saldin and Minnie O. Armstrong acknowledged to me that said corporation duly executed the same.

My Commission expires:
Notary Public Carol L. Wood
My Commission Expires Boise, Idaho 83705

Carol L. Wood
Notary Public
Residing at Boise, Idaho

*Strike clause not applicable.
RW-3 SL 8-81

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

BOE 5585 PART 667

EASEMENT ADDENDUM

Grantor: ALBERTSON'S, INC.

Grantee: MOUNTAIN FUEL SUPPLY COMPANY

Instrument Date: April , 1984

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 safely operate and maintain Grantee's Property within the described easement area(s) and shall, other than during original construction, 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.

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MOUNTAIN FUEL SUPPLY CO.
REC'D
AUG 27 10 20 AM '84
SALT LAKE COUNTY,
UTAH
KATH L. DIXON
RECORDER

BOOK 5585 PAGE 668

RETURN TO:
MOUNTAIN FUEL SUPPLY COMPANY
P.O. BOX 11366
SALT LAKE CITY, UT. 84139
ATTENTION: LINDA JOHNSON