

RETURN TO:
MOUNTAIN FUEL SUPPLY COMPANY
P.O. BOX 11368
SALT LAKE CITY, UT 84147
ATTENTION: RIGHT-OF-WAY
OO 208

RIGHT-OF-WAY AND EASEMENT GRANT

gco

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22 APRIL 93 02:01 PM
KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
MOUNTAIN FUEL
REC BY: OIANE KILPACK , DEPUTY

5483263

PAYLESS DRUG STORES NORTHWEST, INC.

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 DOLLAR (\$1.00) in hand paid and other good and valuable consideration, receipt of which is hereby acknowledged, a right-of-way and easement 16 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 Salt Lake, State of Utah, to-wit:

Land of the Grantor located in the East One-half of the Southeast Quarter of Section 26, Township 1 South, Range 2 West, 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 on the West line of an existing Mountain Fuel Supply Company right-of-way, said point being North 156.86 feet and West 542.94 feet from the Southeast corner of said Section 26; thence North 44°56'10" West 65.00 feet; thence North 191.50 feet to the South line of an existing Mountain Fuel Supply Company right-of-way;

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.

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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.

IN WITNESS WHEREOF, Grantor has caused its corporate name and seal to be hereunto affixed this 19th day of March, 1993.

ATTEST:

Secretary

By: James W. Gaube
Senior Vice President

STATE OF ~~UTAH~~ Oregon)
) ss.
COUNTY OF ~~SALT LAKE~~)
Clackamas

On the 19th day of March, 1993, personally appeared before me James W. Gaube and _____ who, being duly sworn, did say that they are the Senior Vice President and _____, respectively, of Payless Drug Stores NW, 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 James W. Gaube and _____ acknowledged to me that said corporation duly executed the same.

Tammy L Ando
Notary Public

Residing at OR

My Commission Expires:

1-13-95

*Strike clause not applicable



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