

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

# RIGHT OF WAY AND EASEMENT GRANT

4529675

SMITH'S FOOD KING PROPERTIES, 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 AND NO/100 DOLLARS (\$1.00) and other good and valuable considerations, 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 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 the Southwest Quarter, Section 5, Township 2 South, Range 1 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 on the North right-of-way line of 4700 South Street, North 53.106 feet and East 620.057 feet from the Southwest Corner of Section 5, Township 2 South, Range 1 East, Salt Lake Base and Meridian, thence North 352.00 feet.

4529675  
29 SEPTEMBER 87 01:37 PM  
KATIE L. DIXON  
RECORDER, SALT LAKE COUNTY, UTAH  
MOUNTAIN FUEL  
REC. BY: EVELYN FROGGET, DEPUTY

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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.

IN WITNESS WHEREOF the Grantor has caused its corporate name and seal to be hereunto affixed this 22nd day of May, 1987.

ATTEST:

(SEAL)

Secretary

SMITH'S FOOD KING PROPERTIES, INC.

By

President

STATE OF UTAH

County of Salt Lake } as.

On the 22nd day of May, 1987, personally appeared before me Tom Welch and Peter H. Barth 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 (a Board of Directors, (or) its By-Laws, and said Tom Welch and Peter H. Barth acknowledged to me that said corporation duly executed the same.

My Commission expires:

August 6, 1988

Notary Public

Residing at Salt Lake City, Utah

\*Strike clause not applicable.

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