

RETURN TO:
MOUNTAIN FUEL SUPPLY COMPANY
P.O. BOX 11309
SALT LAKE CITY, UT 84139
ATTENTION: RIGHT-OF-WAY
GO 308

RETURNED

JUL 25 1991

RIGHT-OF-WAY AND EASEMENT GRANT

6869
E# 935200 BK 1427 PG 143
CAROL DEAN PAGE, DAVIS CNTY RECORDER
1991 JUL 25 1:04 PM FEE 10.00 DEP COP
REC'D FOR MOUNTAIN FUEL SUPPLY COMPANY

Defl J NMC

CPI/BOUNTIFUL LIMITED PARTNERSHIP, an Idaho Limited Partnership, Grantor, by and through Cantlon Properties, Inc., an Idaho corporation, the General Partner, 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 non-exclusive 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 of the Grantee (hereinafter collectively called "facilities") through and across the following-described land and premises situated in Davis County, State of Utah, to-wit:

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

the centerline of said 16.0 foot 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 640.630 feet from the Northwest Corner of said Block "L"; thence South 0°09'34" West 153.80 feet to Grantor's South property line.

p7-03-036-0116

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 reasonable 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. This easement is granted subject to the additional terms and conditions set forth on the Easement Addendum attached hereto and incorporated herein by reference.

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.

RETURN TO:
MOUNTAIN FUEL SUPPLY COMPANY
P.O. BOX 11368
SALT LAKE CITY, UT 84139
ATTENTION: RIGHT-OF-WAY
GO 306

E: 935200 BK 1427 PG 145
Albertson's
Form 2-3-2
5/16/90

EASEMENT ADDENDUM

Grantor: CPI/Bountiful Limited Partnership
Grantee: Mountain Fuel Supply Company
Instrument Date: May 16, 1990

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 and subsurface 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, curbing, 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) Grantee may not use or extend the easement granted hereby to service other real property, other than the adjacent parcel of real property owned at the date hereof by Albertson's, Inc.

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