

80

4689728

18 OCTOBER 88 02:48 PM

KATIE L. DIXON

RECORDER, SALT LAKE COUNTY, UTAH

MOUNTAIN FUEL  
REC BY: REBECCA GRAY , DEPUTY

RIGHT-OF-WAY AND EASEMENT GRANT

4689728

UVALKO SIOPKO STORES, INC.

a Corporation of the State of MINNESOTA, Grantor, does hereby and 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 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 Southeast Quarter, Section 3, Township 3 South, Range 1 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 South 77.60 feet and East 789.93 feet from the center of said Section 3, which is on the Grantor's West property line; thence along a curve to the left with a radius of 11,520.20 feet through a central angle of 01°27'17" for a distance of 292.49 feet (chord bears N.88°07'36"E. for a distance of 292.49 feet) to a point on the Grantor's East property line.

TO HAVE AND TO HOLD the same unto the name 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.

REBECCA GRAY  
DEPUTY RECORDER  
SALT LAKE COUNTY, UTAH  
10/18/88

1073728 2148

The Grantee shall be responsible for repair and restoration of the surface area, for any damage or destruction caused in the course of the use of this Easement.

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 10<sup>th</sup> day of June July, 1988.

ATTEST

(SEAL) \_\_\_\_\_ Secretary

IVALKO SHOPKO STORES, INC.

*Shel* By: Lawrence J. Clark  
Lawrence J. Clark, Vice President -  
Finance, Store Planning and  
Construction, Distribution

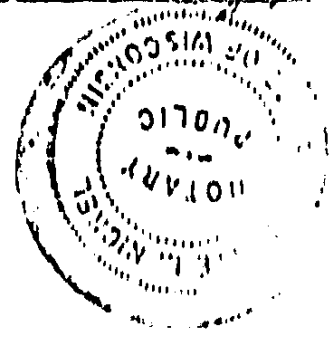
STATE OF ~~WISCONSIN~~ WISCONSIN )  
  ) ss.  
COUNTY OF BROWN                   )

On the 10<sup>th</sup> day of June July, 1988, personally appeared before me Lawrence J. Clark, Vice President - Finance, who being duly sworn, did say that ~~they were~~ he is the Vice President-Finance and \_\_\_\_\_, respectively, of Ivalko Shopko Stores, Inc., and that the foregoing instrument was signed on behalf of said corporation by authority of a resolution of its Board of Director, (or) ~~its~~ By-Laws, and said Lawrence J. Clark ~~and~~ acknowledged to me that said corporation duly executed the same.

My Commission Expires:  
10-15-89

Bette L. Nichol  
Notary Public  
Residing at R. B. Drexler, Ltd.

\* Strike clause not applicable



NOT 6073: 2147