

4621350

RIGHT OF WAY AND EASEMENT GRANT

Marlemont Corporation
 a Corporation of the State of Ohio, 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 DOLLARS (\$ 1.00) and other good and valuable considerations, receipt of which is hereby acknowledged, a right of way and easement 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"), said right of way being situated in the County of Salt Lake, State of Utah, and more particularly described as follows, to-wit:

Beginning at a point located on the South right-of-way line of 9400 South at the Grantor's Northeast property corner, said point being South 30.09 feet and East 133.12 feet from the Northwest Corner of Section 8, Township 3 South, Range 1 East, Salt Lake Base and Meridian and running thence the following courses along the Grantor's East property Line: South 0°21'30" East 442.00 feet; South 30°21'30" East 65.99 feet; South 0°21'30" East 108.52 feet; thence South 89°38'30" West 16.00 feet; thence North 0°21'30" West 105.70 feet; thence North 30°21'30" West 65.99 feet; thence North 0°21'30" West 445.14 feet to the South right-of-way line of 9400 South; thence South 89°12'10" East 16.00 feet along said right-of-way line to the point of beginning.

4621350
 09 MAY 88 10:37 AM
 KATIE L. DIXON
 RECORDER, SALT LAKE COUNTY, UTAH
 MOUNTAIN FUEL
 REC BY: REBECCA GRAY, DEPUTY

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 13th day of March, 1988.

ATTEST:

Marlemont Corporation

(SEAL)

Secretary

By [Signature] President
Agent for

STATE OF UTAH

County of Salt Lake ss.

On the 13th day of March, 1988, personally appeared before me John P. Williams and [Signature], who being duly sworn, did say that they are the Grantor and [Signature], respectively, of Marlemont Corp

and that the foregoing instrument was signed on behalf of said corporation by authority of a resolution of its Board of Directors, (or) * its By-Laws, and said Agent acknowledged to me that said corporation duly executed the same.

NOTARY PUBLIC
 My Commission expires: 1988

[Signature]
 Notary Public

Residing at Salt Lake County

*Strike clause not applicable.
 RW-4 BL 5-8

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

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