

RIGHT-OF-WAY AND EASEMENT GRANT

RETURN TO:
MOUNTAIN FUEL SUPPLY COMPANY
P.O. BOX 11368
SALT LAKE CITY, UT 84139
ATTENTION: RIGHT-OF-WAY
GO 308

4766860

MARIEMONT 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 pipelines, 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 on an existing 20.00 foot Mountain Fuel Supply Company right-of-way, South 739.87 feet and East 335.58 feet from the Northwest Corner of Section 8, Township 3 South, Range 1 East, Salt Lake Base and Meridian; said Section Corner recited in some deeds as being South 29°33'10" East 44.81 feet from the monument at the intersection of 9400 South and 700 East Streets; thence South 00°21'30" East 64.36 feet; thence North 89°38'30" East 169.51 feet; thence North 00°21'30" West 64.36 feet to a point on an existing 20.00 foot Mountain Fuel Supply Company right-of-way; thence along the South line of said right-of-way, North 89°38'30" East 16.00 feet; thence South 00°21'30" East 64.36 feet; thence North 89°38'30" East 126.25 feet; thence North 00°30'00" West 64.36 feet to a point on an existing 20.00 foot Mountain Fuel Supply Company right-of-way; thence along the South line of said right-of-way, North 89°38'30" East 16.00 feet; thence South 00°30'00" East 80.36 feet; thence South 89°38'30" West 343.76 feet; thence North 00°21'30" West 80.36 feet to a point on an existing 20.00 foot Mountain Fuel Supply Company right-of-way; thence along the South line of said right-of-way, North 89°38'30" East 16.00 feet to the point of beginning.

Also, 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 1133.12 feet from the Northwest Corner of Section 8, Township 3 South, Range 1 East, Salt Lake Base and Meridian; said Section Corner recited in some deeds as being located South 29°33'10" East 44.81 feet from the monument at the intersection of 9400 South and 700 East Streets; 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.

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

206123 1267

LTC. 1936/1939

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 17th day of March, 1989.

ATTEST

MARIEMONT CORPORATION

(SEAL) Secretary

By: [Signature]
President

STATE OF UTAH)
COUNTY OF Salt Lake) ss.

[Signature]
4766860
04 MAY 89 03:20 PM
KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
LANDMARK TITLE
REC BY: REBECCA GRAY, DEPUTY

On the 17th day of March, 1989, personally appeared before me John W. Milliken and [Signature], who, being duly sworn, did say that they are the he is agent for and [Signature], respectively, of Mariemont Corporation, 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 laid acknowledged to me that said corporation duly executed the same.

My Commission Expires:
September 19, 1989

[Signature]
Notary Public
Residing at Salt Lake County, Utah

* Strike clause not applicable.

RETURN TO:
MOUNTAIN FUEL SUPPLY COMPANY
P.O. BOX 11300
SALT LAKE CITY, UT 84130
ATTENTION: RIGHT-OF-WAY
OO 300

2006123 REC 1268