

WHEN RECORDED, RETURN TO:
DAVID INGLEY
MOUNTAIN FUEL SUPPLY CO.
180 EAST FIRST SOUTH
P.O. BOX 11368
SLC, UTAH 84139

RIGHT-OF-WAY AND EASEMENT GRANT

4823386

MARIEMONT CORPORATION

an Ohio corporation, 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 DOLLAR (\$1.00) and other good and valuable consideration, 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 pipelines, 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 the County of Salt Lake, State of Utah, to-wit:

Land of the Grantor located in the Northwest Quarter of Section 8, Township 3 South, Range 1 East, 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 on the South right-of-way line of 9400 South Street, South 21.80 feet and East 537.18 feet from the Northwest Corner of said Section 8, 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; thence South 18.79 feet; thence East 87.00 feet; thence South 165.80 feet; thence West 87.00 feet; thence South 41.62 feet.

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. 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.

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.

IN WITNESS WHEREOF, Grantor has caused its corporate name and seal to be hereunto affixed this 26 day of May, 1989.

ATTEST:

MARIEMONT CORPORATION

(SEAL) C. M. More
Assist. Secretary

By: [Signature]
President



4823386
15 SEPTEMBER 89 11:35 AM
KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
LANDMARK TITLE
REC BY: D DANGERFIELD , DEPUTY

STATE OF UTAH CT)
COUNTY OF New London) ss.

On the 26th day of May, 1989, personally appeared before me Clarence C. More and Elizabeth W. More, who, being duly sworn, did say that they are the Ass't. Sec'y. and President, respectively, of Mariemont 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 Bylaws, and said _____ and _____ acknowledged to me that said corporation duly executed the same.

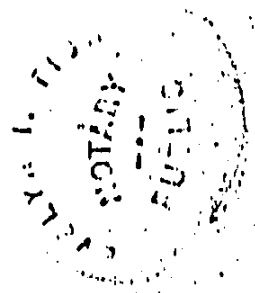
My Commission Expires:

[Signature]
Notary Public

4/90

Residing at 2 Dewey Ave., Heaton
CT 06340

* Strike clause not applicable.



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