

WHEN RECORDED, RETURN TO:

DAVID JINGLEBY  
MOUNTAIN FUEL SUPPLY CO.  
180 EAST FIRST SOUTH  
P.O. BOX 11368  
SLC, UTAH 84139

**RIGHT-OF-WAY AND EASEMENT GRANT**

4823387

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 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 the East right-of-way line of 700 East Street, South 725.67 feet and East 35.68 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; thence North 89°38'30" East 299.85 feet; thence South 00°21'30" East 80.36 feet; thence North 89°38'30" East 169.51 feet; thence North 00°21'30" West 348.00 feet; thence North 89°38'30" East 16.00 feet; thence South 00°21'30" East 348.00 feet; thence North 89°38'30" East 126.25 feet; thence North 00°21'30" West 84.36 feet; thence North 89°38'30" East 16.00 feet; thence South 00°21'30" East 100.36 feet; thence South 89°38'30" West 343.76 feet; thence North 00°21'30" West 80.36 feet; thence South 89°38'30" West 283.85 feet to a point on the East right-of-way line of 700 East Street; thence along said right-of-way line North 00°21'30" West 16.00 feet 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 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.

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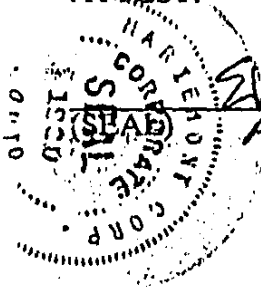
LTC-1439

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



Stan Moore  
Assist. Secretary

By: [Signature] President

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

800  
4823387  
15 SEPTEMBER 89 11:36 AM  
KATIE L. DIXON  
RECORDER, SALT LAKE COUNTY, UTAH  
LANDMARK TITLE  
REC BY: D DANGERFIELD , DEPUTY

On the 26<sup>th</sup> day of May, 1989, personally appeared before me Stan P. Moore and Elyzabeth W. Moore, who, being duly sworn, did say that they are the Asst. Secretary 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 [Signature] and [Signature] acknowledged to me that said corporation duly executed the same.

My Commission Expires:

4/90

[Signature]  
Notary Public

Residing at 2 Dewey Ave, Heaton, CT 06340

\* Strike clause not applicable.

