

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

RIGHT-OF-WAY AND EASEMENT GRANT

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 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 Salt Lake County, 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 South 1096.74 feet and East 37.99 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 88°59'30" East 1270.48 feet.

Also, beginning at a point on an existing 30.00 foot Mountain Fuel Supply Company right-of-way, South 47.19 feet and East 654.53 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 East 76.00 feet; thence South 165.00 feet; thence West 76.00 feet to a point on an existing 30.00 foot Mountain Fuel Supply Company right-of-way.

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.

4766861

ENC 6123 REE 1269

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

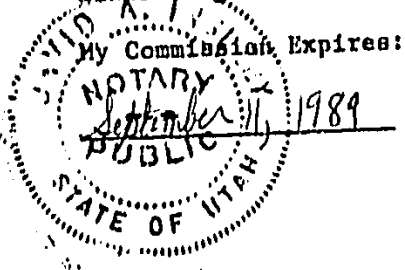
MARIEMONT CORPORATION

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

By: [Signature] President

STATE OF UTAH )  
COUNTY OF Salt Lake ) ss.

On the 17th day of March, 1989, personally appeared before me John W. Milliken and \_\_\_\_\_, who, being duly sworn, did say that they are the he is Agent for and \_\_\_\_\_, 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 said John W. Milliken and \_\_\_\_\_ acknowledged to me that said corporation duly executed the same.



David A. Angley  
Notary Public  
Residing at Salt Lake County, Utah

\* Strike clause not applicable.

RETURN TO  
MOUNTAIN FUEL SUPPLY COMPANY  
PO BOX 11304  
SALT LAKE CITY, UT 84130  
ATTENTION: RIGHT-OF-WAY  
OO 308

FORM 6123 REV 1270

UT 15443

March 10, 1988

To whom it may concern:

The undersigned president of Mariemont Corporation does hereby empower John W. Milliken, President of Millford Managers, the managers of the Sandy Mall, to sign all documents pertaining to the granting of easements, signing of contracts with municipalities, other governmental agencies and utility companies with respect to the development, construction and ownership of the Sandy Mall expansion.

*[Handwritten signature]*

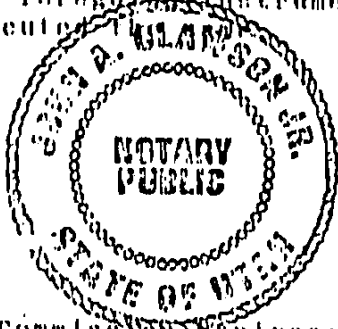
Clement C. Moore, President  
Mariemont Corporation

patyl  
sm6

95

4766861  
05 MAY 89 03:20 PM  
KATIE L. DIXON  
RECORDER, SALT LAKE COUNTY, UTAH  
LANDMARK TITLE  
REC BY: REBECCA GRAY , DEPUTY

On this 14<sup>th</sup> day of March, 1988 personally appeared before me Clement C. Moore, signer of the foregoing instrument, who duly acknowledged to me that he executed



*[Handwritten signature]*  
NOTARY PUBLIC  
Residing at: SLC

My Commission Expires:

5-9-89

RETURN TO:  
MOUNTAIN FUEL SUPPLY COMPANY  
P.O. BOX 11360  
SALT LAKE CITY, UT 84130  
ATTENTION: RIGHT-OF-WAY  
GO 300

ENCLOSURE 1271