

8698847

WHEN RECORDED MAIL TO:

Questar Regulated Services Company  
P.O. Box 45360, Right-of-way  
Salt Lake City, UT 84145-0360  
2089.wood..lc; RW01

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06/20/2003 02:46 PM 12.00  
Book - 8822 Pg - 4904-4905  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
QUESTAR REGULATED SERVICES  
PO BOX 45360  
SLC UT 84145-0360  
BY: ZJM, DEPUTY - WI 2 P.

Space above for County Recorder's use  
PARCEL I.D.# 26-36-300-011

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

UT 20917

H.V. COMMERCIAL, L.L.C., A Utah Limited Liability Company

"Grantor", does hereby convey and warrant to QUESTAR GAS COMPANY, a corporation of the State of Utah, Grantee, its successors and assigns, for the sum of ONE DOLLAR (\$1.00) in hand paid and other good and valuable consideration, receipt of which is hereby acknowledged, a right-of-way and easement 20.00 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 Section 36, Township 3 South, Range 2 West, 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 89°54'38" East 743.87 feet and North 53.00 feet from the Southwest corner of said Section 36; thence North 560.06 feet; thence West 360.00 feet.

TO HAVE AND TO HOLD the same unto said QUESTAR GAS 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(s) 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(s) 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(s) 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.

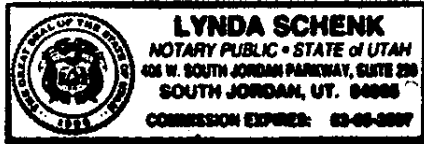
WITNESS the execution hereof this 2<sup>nd</sup> day of June, 2003

H.V. Commercial L.L.C.

By- *Milton P. Shipp*  
Milton P. Shipp, Manager

STATE OF UTAH )  
 ) ss.  
COUNTY OF SALT LAKE )

On the 2 day of June, 2003, personally appeared before me Milton P. Shipp who, being duly sworn, did say that he/she is a Manager of H.V. Commercial LLC, and that the foregoing instrument was signed on behalf of said company by authority of it's Articles of Organization or it's Operating Agreement.



*Lynda Schenk*  
Notary Public