

9536368

WHEN RECORDED MAIL TO:

Questar Gas Company
P.O. Box 45360, Right-of-way
Salt Lake City, UT 84145-0360
2903sand.le; RW01

9536368
10/28/2005 11:16 AM \$15.00
Book - 9209 Pg - 3092-3094
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
QUESTAR GAS COMPANY
PO BOX 45360
SLC UT 84145-0360
BY: EPM, DEPUTY - WI 3 P.

Space above for County Recorder's use
PARCEL I.D.# 28-18-151-018 and 019

RIGHT-OF-WAY AND EASEMENT GRANT

UT 21962

SANDBRECK, LLC, 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 (referred to in this Grant as the "Easement") to lay, maintain, operate, repair, inspect, protect, remove and replace pipelines, valves, valve boxes and other gas transmission and distribution facilities (referred to in this Grant collectively as "Facilities") as follows: Eight feet on each side of the centerlines shown on the attached plat, designated Exhibit "A", and by reference made a part of this Grant, which centerlines are within that certain development in the vicinity of 10600 South State Street, Sandy, Salt Lake County, State of Utah, which development is more particularly described as:

Land of Grantor located in the Northwest Quarter of Section 18, Township 3 South, Range 1 East, Salt Lake Base and Meridian;

Beginning at a point South 87°49'05" East 134.93 feet and North 0°01'50" West 231.92 feet and South 89°39'20" East 51.95 feet from the West quarter corner of Section 18, Township 3 South, Range 1 East, Salt Lake Base Meridian; thence South 89°48' East 225 feet; thence South 0°01'50" East 174.57 feet; thence North 89°38'29" West 189.24 feet; thence Northwesterly along curve to the right 54.74 feet; thence South 89°58'10" West 1 feet; thence North 0°01'50" West 139.18 feet to the point of beginning.

Also, beginning at a point South 87°49'05" East 134.93 feet and North 0°01'50" West 231.92 feet and South 89°48' East 275 feet from the West quarter corner of Section 18, Township 3 South, Range 1 East, Salt Lake Base Meridian; thence South 89°48' East 289.32 feet; thence South 8°16' West 191.83 feet; thence North 83°07'17" West 128.924 feet; thence North 89°38'29" West 133.65 feet; thence North 0°01'50" West 174.57 feet to the point of beginning.

TO HAVE AND TO HOLD the same unto its successors and assigns, so long as Grantee shall require with the right of ingress and egress to and from the Easement to maintain, operate, repair, inspect, protect, remove and replace the Facilities. During temporary periods, Grantee may use such portion of the property along and adjacent to the Easement 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 the surface of the Easement except for the purposes for which this Easement is granted provided such use does not interfere with the Facilities or any other rights granted to Grantee by this Grant.

Grantor(s) shall not build or construct, nor permit to be built or constructed, any building or other improvement over or across the Easement, nor change the contour thereof, without written consent of Grantee. This Grant shall be binding upon the successors and assigns of Grantor(s) and may be assigned in whole or in part by Grantee without further consideration.

It is hereby understood that any person(s) securing this Grant on behalf of Grantee are without authority to make any representations, covenants or agreements not expressed in this Grant.

WITNESS the execution hereof this 14th day of October, 2005.

SANDBRECK, LLC

By- BEARBRECK, Inc., Member

By- [Signature] President

STATE OF California)
) ss.
COUNTY OF Orange)

On the 14th day of October, 2005, personally appeared before me _____ who, being duly sworn, did say that he/she is the President of BEARBRECK, Inc., Member of SANDBRECK, 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.

[Signature]
Notary Public



