

10237187

WHEN RECORDED MAIL TO:

Questar Gas Company
P.O. Box 45360, Right-of-way
Salt Lake City, UT 84145-0360
3389nord.cc; RW01

10237187
10/01/2007 01:26 PM \$18.00
Book - 9521 Pg - 3214-3218
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
QUESTAR GAS COMPANY
PO BOX 45360
SLC UT 84145-0360
BY: ZJM, DEPUTY - WI 5 P.

Space above for County Recorder's use
PARCEL I.D.# 22-19-104-006

RIGHT-OF-WAY AND EASEMENT GRANT
UT 11678

NORDSTROM INC., a corporation of the State of Washington and Fashion Place, LLC, a Delaware limited liability company ["Grantor(s)"], do hereby convey and warrant (to the extent of their respective interests in the Property described herein) 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: Ten 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 known as Fashion Place Mall, in the vicinity of 6200 State Street, which development is more particularly described as:

Land of the Grantor(s) located in the Northwest Quarter of Section 19, Township 2 South, Range 1 East, Salt Lake Base and Meridian;

Beginning at a point South 756.05 feet and East 634.57 feet from the Northwest corner of Section 19, Township 2 South, Range 1 East, Salt Lake Base and Meridian; thence South 87°43'50" East 364.02 feet; thence South 2°16'10" West 81.12 feet; thence South 87°39'36" East 121.72 feet; thence South 2°16'10" West 250.36 feet; thence North 87°43'00" West 30.30 feet; thence South 2°16'10" West 47.27 feet; thence South 87°43'50" East 206.42 feet; thence South 2°16'10" West 219.56 feet; thence North 87°43'50" West 168.00 feet; thence North 2°16'10" East 74.42 feet; thence North 86°00'00" West 489.72 feet to the Easterly line of State Street; thence North 2°16'10" East 304.89 feet; thence North 1°02'50" East 204.41 feet to the point of beginning.

TO HAVE AND TO HOLD the same unto Grantee and to 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. This Grant is non-exclusive and Grantor(s) shall have the right to use the surface of the Easement, or to grant to others the right to use and cross the surface or subsurface of the Easement, except for the purposes for which this Easement is granted and provided such use and crossing 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.

The Facilities shall be constructed, repaired and maintained in compliance with any applicable statutes, rules and regulations including but not limited to the governing One-Call Statute. Grantee shall, at no cost to Grantor(s), maintain the Facilities in good order, condition and repair. Grantor(s) and Grantee shall cooperate and coordinate the schedule for the initial construction of the Facilities.

Grantor(s) may require Grantee to relocate the Facilities and the Easement provided (1) that Grantor(s) provides Grantee with an easement for another mutually acceptable location for the Facilities in a form substantially similar to this form, (2) that Grantor(s) bear all costs and expenses associated with the relocation of the Facilities and the Easement, and (3) that the timing of such relocation does not unreasonably interfere with Grantee's ability to provide natural gas service to any of its customers. Upon the relocation of the Facilities, Grantee shall provide to Grantor(s) an instrument in recordable form terminating this Grant.

For all repair, maintenance or construction work, the acting party shall be responsible to restore the disturbed property to approximately its original condition, reasonable wear and tear excepted, upon completion of the work. Further, the acting party shall also conduct its maintenance, repair and construction activities so as to minimize interference with the activities of the other party.

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. Grantee, by recording this Easement or by otherwise relying on the provisions hereof, shall be deemed to be bound by the provisions of this Easement.

IN WITNESS WHEREOF, Grantor(s) have caused its corporate name and seal to be hereunto affixed this 19th day of SEPTEMBER, 2007.

NORDSTROM, INC.

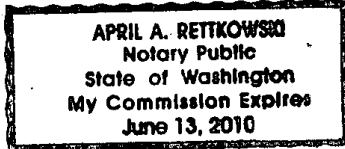
By- *Loalegha*
Its- *EVP, General Counsel & Corporate Secretary*

FASHION PLACE, LLC,

By: *[Signature]*
authorized officer

STATE OF WASHINGTON)
) ss.
COUNTY OF King)

On the 21st day of September, 2007 personally appeared before me Lisa Iglesias who, being duly sworn, did say that he/she is the EVP, General Counsel & Corporate Secretary of Nordstrom, Inc., 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 Lisa Iglesias acknowledged to me that said corporation duly executed the same.



April A. Rettkowski
Notary Public

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

On the 19th day of September, 2007 personally appeared before me Robert A. Michels who, being duly sworn, did say that he/she is the Authorized Officer, of Fashion Place, LLC, and that the foregoing instrument was signed on behalf of said company by authority of its Operating Agreement, and the said person acknowledged to me that said company duly executed the same.



Leslee C. Tornabeni
Notary Public

