

10291179

WHEN RECORDED MAIL TO:
Questar Gas Company
P.O. Box 45360, Right-of-way
Salt Lake City, UT 84145-0360
3466wal.ce; RW01

10291179
12/04/2007 10:00 AM \$21.00
Book - 9544 Pg - 1813-1818
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
QUESTAR GAS COMPANY
PO BOX 45360
SLC UT 84145-0360
BY: ARG, DEPUTY - WI 6 P.

Space above for County Recorder's use
PARCEL I.D.# 27-24-201-017
27-24-251-010

RIGHT-OF-WAY AND EASEMENT GRANT
UT 21883

WAL MART STORES, INC, a corporation of the State of Delaware,
"Grantor(s)", do(es) 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: 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 Sam's Club store #4718-00, in the vicinity of 11278 Jordan
Gateway, South Jordan, Utah, which development is more particularly described as:

Land of the Grantor located in the Northwest Quarter of Section 24, Township 3
South, Range 1 West, Salt Lake Base and Meridian;

Beginning at a point South 89°41'23" East 48.0 feet and South 0°23'08" West
560.0 feet and South 89°41'23" East 150.0 feet and South 0°23'08" West 606.86
feet from the North Quarter Corner of Section 24, Township 3 South, Range 1
West, Salt Lake Base and Meridian; thence South 0°23'09" West 139.56 feet;
thence North 89°46'36" West 197.05 feet; thence North 89°45'20" West 391.90
feet; thence North 05°34'27" East 32.13 feet; thence East 388.82 feet; thence
North 0°15'35" East 107.82 feet; thence South 89°42'09" East 197.43 feet to the
point of beginning.

Also, beginning at a point North 0°20'38" East 53.0 feet; thence North 89°46'10"
West 511.56 feet; thence North 05°35'09" East 774.42 feet from the Center of
Section 24, Township 3 South, Range 1 West, Salt Lake Base and Meridian;

thence North 05°35'09" East 535.51 feet more or less; thence South 89°46'36" East 391.88 feet; thence South 89°46'36" East 197.05 feet; thence South 0°45'00" West 13.03 feet; thence South 89°38'06" East 350.85 feet; thence South 0°17'51" West 459.02 feet more or less; thence North 89°42'09" West 85.64 feet; thence North 0°17'51" East 54.31 feet; thence North 89°42'09" West 425.43 feet; thence South 0°17'51" West 115.84 feet; thence North 89°42'09" West 477.96 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; provided, however, that nothing contained herein shall prohibit Grantor from building or constructing, or permitting to be built or constructed curb and gutter, sidewalks, pavement, landscaping or similar improvements over and across said right-of-way, so long as said improvements do not damage or interfere with said facilities. 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.

Grantee, following the installation or maintenance, of the facilities, shall restore the surface of the right-of-way and easement, and any improvements permitted hereunder, to, as near as practicable, the condition of the surface, prior to said installation or maintenance. Grantee shall not unreasonably interfere with Grantor's business operations while utilizing this easement.

Grantee, upon written request from Grantor, and at Grantor's sole cost and expense, agrees to relocate the facilities, to a new, mutually agreed upon, easement, to be provided by Grantor. Following said relocation of the facilities, Grantee agrees to release its interest in the original easement.

Grantee will forever waive and hold Grantor harmless for, and defend Grantor against, any claims, losses causes of action, and suits which arise from Grantee's, its agents', employees', or invitees' acts or omissions, arising out of the use of the easement herein granted and will indemnify Grantor for any losses suffered due to any such claims, causes of action, or suits. However, Grantee's indemnity will not include acts or omissions of Grantor or third parties.

In exercising any rights and privileges under this easement, Grantee shall comply fully with any federal, state or local laws, regulations, ordinances, permits or other authorizations or approvals or other requirements relating to storm water discharges or the control of erosion or sediment discharges from construction projects, including but not limited to the Clean Water Act, 33 U.S.C. § 1251 *et seq.*, and the Storm Water General Permit for Discharges Associated with Construction Activities (collectively the "Storm Water Requirements").

Grantee shall secure, maintain and comply with all required licenses, permits and certificates relating to, or otherwise necessary or appropriate for, the construction, installation, repair, replacement and maintenance of either Grantee's improvements or the easement area as provided herein. Grantee shall comply with any and all applicable federal, state and local laws, rules, regulations, statutes, codes, orders and ordinances, including but not limited to, those governing the prevention, abatement, elimination of pollution and/or protection of the environment and the employment of its employees.

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 20th day of November, 2007.

QUESTAR GAS COMPANY

By: [Signature]
Its: Attorney in Fact

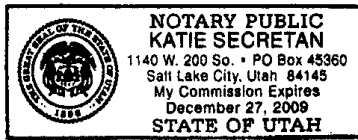
WAL-MART STORES, INC.

By: [Signature]
Its: Regional Vice-President

Approved as to legal terms only
by [Signature]
WAL-MART LEGAL DEPT.
Date: 11/14/07 DA

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

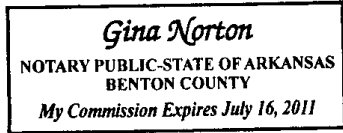
On the 20th day of November, 2007, personally appeared before me Mark Johnson, who, being duly sworn, did say that he/she is the Attorney-in-fact of QUESTAR GAS COMPANY, and that the foregoing instrument was signed on behalf of said corporation by authority of a resolution of its Board of Directors or its Bylaws, and said Mark Johnson acknowledged to me that said corporation duly executed the same.



[Signature]
Notary Public

STATE OF Arkansas)
) ss.
COUNTY OF Benton)

On the 16th day of November, 2007, personally appeared before me
Shannon Letts, who, being duly sworn, did say that ~~he~~ she is the
Regional Vice-President of WAL-MART STORES, 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 Shannon Letts acknowledged to me that said corporation
duly executed the same.



Notary Public

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