WHEN RECORDED MAIL TO: Questar Gas Company P.O. Box 45360, Right-of-way Salt Lake City, UT 84145-0360 3604rive.le; RW01

10481001 07/18/2008 02:13 PM \$20.00 Book - 9627 P9 - 7573-7575 GARY W. OTT RECORDER, SALT LAKE COUNTY, UTAH QUESTAR GAS COMPANY PO BOX 45360 SLC UT 84145-0360 BY: KSR, DEPUTY - WI 3 P.

Space above for County Recorder's use PARCEL I.D.# 27-32-372-011, 27-32-372-012

RIGHT-OF-WAY AND EASEMENT GRANT UT 23001

RIVERTON DEPOT, 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 (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 Home Depot Commercial Subdivision, in the vicinity of 13320 S. Market Place Drive, which development is more particularly described as:

Land of Grantor located in the Southwest Quarter of Section 32, Township 3 South, Range 1 West, Salt Lake Base and Meridian;

Lot 2, The Home Depot, a Commercial Subdivision according to the official plat on file with Salt Lake County Recorder's office, State of Utah.

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.

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Grantor(s) shall not build or construct, nor permit to be built or constructed, any building over or across the Easement, nor materially 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 $\frac{9}{9}$ day of $\frac{1}{3}$ we $\frac{1}{3}$, $\frac{1}{3}$, $\frac{1}{3}$

RIVERTON DEPOT, L.L.C.

y- / W F STANGL Manage

STATE OF UTAH

) ss.

COUNTY OF SALT LAKE

On the 19 day of 1110, 20 08, personally appeared before me

who, being duly sworn, did say that he/she is a <u>LLC</u>, 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.

Notary Public



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