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WHEN RECORDED MAIL TO:
Questar Gas Company
P.O. Box 45360, Right-of-way
Salt Lake City, UT 84145-0360
2975gate6.ce; RW01

9621734
01/27/2006 10:55 AM \$15.00
Book - 9248 Pg - 2947-2949
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
QUESTAR GAS COMPANY
PO BOX 45360
SLC UT 84145-0360
BY: SEM, DEPUTY - WI 3 P.

Space above for County Recorder's use
PARCEL I.D.# 08-36-376-013

RIGHT-OF-WAY AND EASEMENT GRANT
UT 22119

GATEWAY ASSOCIATES, LTD., a Utah Limited Partnership

"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 non-exclusive 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 THE GATEWAY MALL, in the vicinity of 50 North Rio Grande Street, Salt Lake City, Salt Lake County, State of Utah, which development is more particularly described as:

Land of the Grantor located in the Southwest Quarter of Section 36, Township 1 North, Range 1 West, Salt Lake Base and Meridian;

Lots 6 and 7, BOYER GATEWAY Subdivision; according to the official plat on file with the county recorder for Salt Lake County, 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. Upon Grantee's completion of excavation or other construction, maintenance, or other similar activities in the Easement area or other areas of Grantor's property utilized by Grantee, Grantee shall restore any portion of the Easement area or other property affected to as reasonably practicable the same condition as existed prior to commencement of such excavation or other activities. Grantor 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 shall not build or construct, nor permit to be built or constructed, any building or other similar 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, without consent form Grantee, from building or constructing, or permitting to be built or constructed curb and gutter, sidewalks, pavement, landscaping or similar improvements over and across the Easement, so long as said improvements do not damage the Facilities or change the contour of the Easement. This Grant shall be binding upon the successors and assigns of Grantor 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 12th day of January, 2006

GATEWAY ASSOCIATES, LTD., a Utah Limited partnership, by its general partner

Boyer Gateway, L.C., a Utah limited liability company, by its Manager

The Boyer Company, L.C., a Utah limited liability company

By: [Signature]
Name: D. D. D.
Title: Manager

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

On the 12th day of January, 2006, personally appeared before me Damon M. Quinn, who, being duly sworn, did say that he/she is a Manager of The Boyer Company, L.C., Manager of Boyer Gateway, L.C., Partner of GATEWAY ASSOCIATES, LTD., and that the foregoing instrument was signed on behalf of said partnership by authority of the articles of partnership, and said acknowledged to me that said partnership duly executed the same.



[Signature]
Notary Public

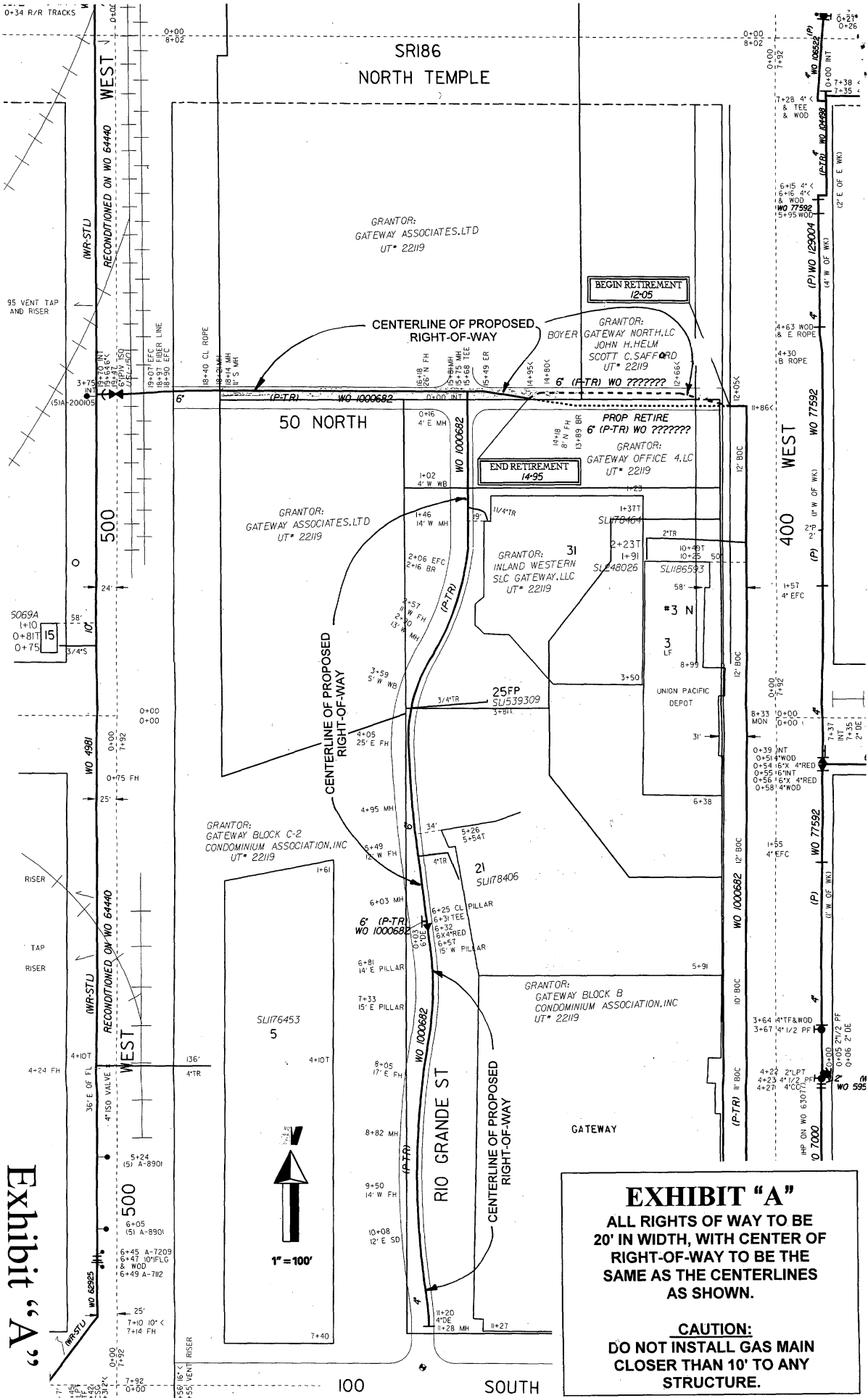


Exhibit "A"

EXHIBIT "A"
 ALL RIGHTS OF WAY TO BE
 20' IN WIDTH, WITH CENTER OF
 RIGHT-OF-WAY TO BE THE
 SAME AS THE CENTERLINES
 AS SHOWN.

CAUTION:
 DO NOT INSTALL GAS MAIN
 CLOSER THAN 10' TO ANY
 STRUCTURE.