

WHEN RECORDED MAIL TO:  
Questar Gas Company  
P.O. Box 45360, Right-of-way  
Salt Lake City, UT 84145-0360  
2975gate7.ce; RW01

9621735  
01/27/2006 10:55 AM \$24.00  
Book - 9248 Pg - 2950-2957  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
QUESTAR GAS COMPANY  
PO BOX 45360  
SLC UT 84145-0360  
BY: SBM, DEPUTY - WI 8 P.

Space above for County Recorder's use  
PARCEL I.D.# 08-36-376-019

**RIGHT-OF-WAY AND EASEMENT GRANT**  
UT 22119

BOYER GATEWAY NORTH, L.C., a Utah Limited Liability Company,  
JOHN H. HELM and SCOTT C. SAFFORD

"Grantors", do 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;

Beginning at a point on the southeast corner of Lot 7, Block 83, Plat "A", SALT LAKE CITY SURVEY; said point being on the west line of 400 West Street; thence South 00°0'44" East 24.21 feet, to the north line of Lot 5, Boyer Gateway Subdivision; thence along said north line South 89°58'47" West 165.03 feet to the east line of Lot 7, Boyer Gateway Subdivision; thence North 0°00'44" West 24.21 feet; thence North 89°58'47" East 165.03 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. 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.

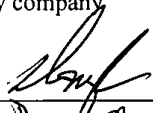
Grantor shall not build or construct, nor permit to be built or constructed, any building or other similar improvement over or across the Easement, nor change the contour thereof, without written consent of Grantee; provided, however, that nothing contained herein shall prohibit Grantor, without consent 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.

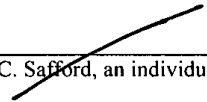
WITNESS the execution hereof this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

BOYER GATEWAY NORTH, L.C., a Utah  
limited liability company, by its Manager

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

By:   
Name: Dan Helm  
Title: Manager

\_\_\_\_\_  
John H. Helm, an individual

  
\_\_\_\_\_  
Scott C. Safford, an individual

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.

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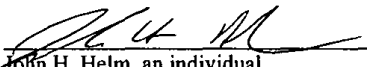
It is hereby understood that any person(s) securing this grant on behalf of Grantee are without authority to make any representations, covenants or agreements not expressed in this Grant.

WITNESS the execution hereof this 18<sup>th</sup> day of January, 2006.

BOYER GATEWAY NORTH, L.C., a Utah  
limited liability company, by its Manager

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Manager

  
John H. Helm, an individual

\_\_\_\_\_  
Scott C. Safford, an individual

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 from 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 \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

BOYER GATEWAY NORTH, L.C., a Utah limited liability company, by its Manager

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

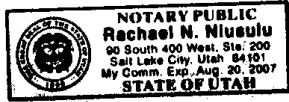
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Manager

\_\_\_\_\_  
John H. Helm, an individual

\_\_\_\_\_  
Scott C. Safford, an individual

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

On the 12th day of January, 2006, personally appeared before me  
DERRIN GUN who, being duly sworn, did say that he/she is a  
Manager of The Boyer Company, L.C., Manager of BOYER GATEWAY NORTH, L.C.,  
and that the foregoing instrument was signed on behalf of said company by authority of its  
Articles of Organization or its Operating Agreement. .



Rachael Niusulu  
Notary Public

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

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me  
\_\_\_\_\_  
the signer of the foregoing instrument, who duly acknowledged to me that he/she executed the  
same.

\_\_\_\_\_  
Notary Public

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

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me  
\_\_\_\_\_  
the signer of the foregoing instrument, who duly acknowledged to me that he/she executed the  
same.

\_\_\_\_\_  
Notary Public

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

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me  
\_\_\_\_\_ who, being duly sworn, did say that he/she is a  
Manager of The Boyer Company, L.C., Manager of BOYER GATEWAY NORTH, L.C.,  
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

STATE OF ~~UTAH~~ CALIFORNIA )  
 ) ss.  
COUNTY OF ~~SALT LAKE~~ SAN FRANCISCO )

On the 18 day of JANUARY, 2006, personally appeared before me  
JOHN HANSON HELM  
the signer of the foregoing instrument, who duly acknowledged to me that he/she executed the  
same.



[Signature]  
Notary Public

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

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me  
\_\_\_\_\_  
the signer of the foregoing instrument, who duly acknowledged to me that he/she executed the  
same.

\_\_\_\_\_  
Notary Public

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

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me \_\_\_\_\_ who, being duly sworn, did say that he/she is a Manager of The Boyer Company, L.C., Manager of BOYER GATEWAY NORTH, L.C. 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

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

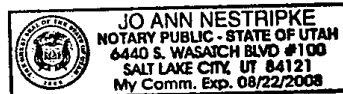
On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me \_\_\_\_\_ the signer of the foregoing instrument, who duly acknowledged to me that he/she executed the same.

\_\_\_\_\_  
Notary Public

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

On the 12<sup>th</sup> day of Jan, 2006, personally appeared before me Scott C. Stapp the signer of the foregoing instrument, who duly acknowledged to me that he/she executed the same.

Jo Ann Nestripke  
Notary Public



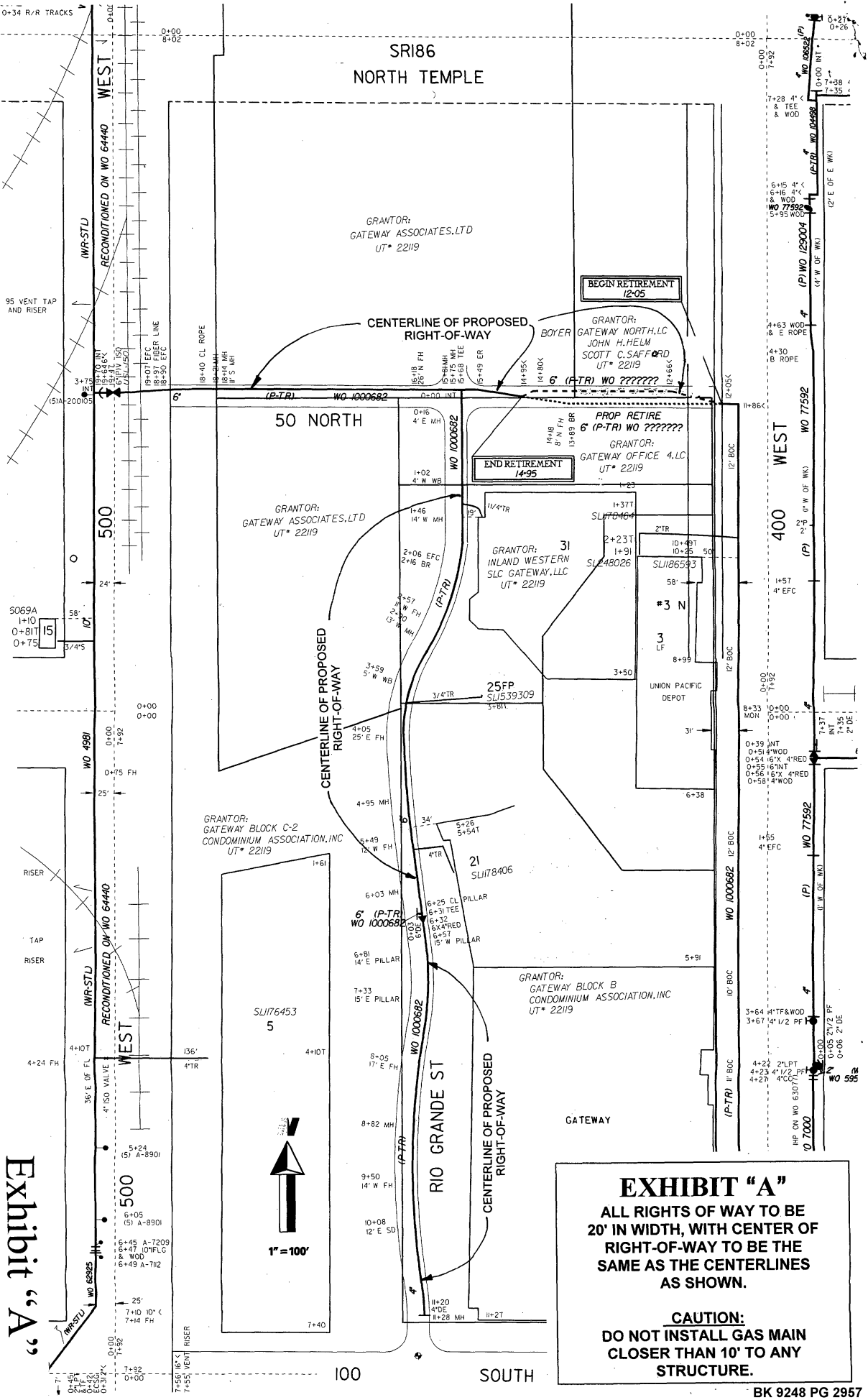


Exhibit "A"

**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.