WHEN RECORDED MAIL TO: Questar Gas Company P.O. Box 45360, Right-of-way Salt Lake City, UT 84145-0360 3401belm.lp; RW01

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09/12/2007 08:40 AM \$12.00
Book - 9514 P9 - 1401-1402
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
QUESTAR GAS COMPANY
PO BOX 45360
SLC UT 84145-0360
BY: SLR, DEPUTY - WI 2 P.

Space above for County Recorder's use PARCEL I.D.# 16-07-155-003

RIGHT-OF-WAY AND EASEMENT GRANT UT 09659

BELMONT DOWNTOWN CONDOMINIUMS, LLC 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 to lay, maintain, operate, repair, inspect, protect, remove and replace pipelines, valves, valve boxes and other gas transmission and distribution facilities (hereinafter collectively called "facilities") said right-of-way being situated in the County of Salt Lake, State of Utah, and more particularly described as follows, to-wit:

Land of the Grantor located in Section 7, Township 1 South, Range 1 East, Salt Lake Base and Meridian.

Beginning at a point West 375.00 feet from the Northeast Corner of Lot 9, Block 21, Five Acre Plat A, Big Field Survey, said point being on Grantor's north property line; thence West 51.00 feet, along said north line to Grantor's west property line; thence South 100.00 feet, along said west line; thence East 16.00 feet; thence North 84.00 feet; thence East 35.00 feet; thence North 16.00 feet, to the point of beginning.

TO HAVE AND TO HOLD the same unto said QUESTAR GAS COMPANY, its successors and assigns, so long as such facilities shall be maintained, with the right of ingress and egress to and from said right-of-way to maintain, operate, repair, inspect, protect, remove and replace the same. During temporary periods, Grantee may use such portion of the property along and adjacent to said right-of-way 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 said premises except for the purposes for which this right-of-way and easement is granted to Grantee, provided such use does not interfere with the facilities or any other rights granted to Grantee hereunder.

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Grantor(s) shall not build or construct, nor permit to be built or constructed, any building or other improvement over or across said right-of-way, nor change the contour thereof, without written consent of Grantee. This right-of-way shall be binding upon and inure to the benefit of the successors and assigns of Grantor(s) and the successors and assigns of Grantee, and may be assigned in whole or in part by Grantee.

It is hereby understood that any parties securing this grant on behalf of Grantee are without authority to make any representations, covenants or agreements not herein expressed.

WITNESS the execution hereof this 30 day of July , 2007

Belmont Downtown Condominiums, LLC

y
Flamiet Gifford Wanager

Kyan Bailey, Project

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

On the 30 day of 30, personally appeared before me who, being duly sworn, did say that he/she is a Manager of 8elmant Dawntawn Londo UC 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
RICHARD A HELLSTROM

1140 West 200 South
Salt Lake City Utah 84104
My Commission Expires
February 2 2010
STATE OF UTAH

Notary Public