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WHEN RECORDED MAIL TO: Questar Regulated Services Company P.O. Box 45360, Right-of-way Salt Lake City, UT 84145-0360 1901mace.pc; RW01

8491399 01/14/2003 08:44 AM 14_00 Book - 8720 P3 - 2166-2168 A GARY W_ OTT RECORDER, SALT LAKE COUNTY, UTAH QUESTAR REGULATED SERVICES PO BOX 45360 SLC UT 84145-0360 BY: ZJM, DEPUTY - WI 36.

Space above for County Recorder's use PARCEL I.D.# 27-13-226-007

RIGHT-OF-WAY AND EASEMENT GRANT UT 20649

MACERICH ST MARKETPLACE LIMITED PARTNERSHIP

Grantor, by and through its' General Partner, 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 16.0 feet in width 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") through and across the following-described land and premises situated in Salt Lake County, State of Utah, towit:

Land of the Grantor located in the Southeast Quarter of Section 12, Township 3 South, Range 1 West, Salt Lake Base and Meridian;

the centerline of said right-of-way and easement shall extend through and across the above-described land and premises as follows, to-wit:

Beginning at a point North 848.22 feet and West 218.56 feet from the Southeast Corner of said Section 12; thence South 50.44 feet; thence East 160.00 feet; thence South 178.00 feet, as shown on the attached drawing, designated Exhibit "A", and by reference made a part of this Grant.

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 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.

Grantor 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; 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 said facilities. This right-of-way shall be binding upon and inure to the benefit of the successors and assigns of Grantor 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.

IN WITNESS WHEREOF, Grantor has caused its partnership name to be hereunto affixed this 18th day of 1000, or 2002.

Macerich St Marketplace Limited Partnership, a California Limited Partnership

By: Macerich St Marketplace GP Corp., a Delaware corporation, its General Partner

Richard A. Bayer,
Executive Vice President

On the 18th day of 19th of 19t

Page 2 of 2 Pages

See attached 1 Jura

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| State of <u>California</u> County or Las Angeles ss. | | | |
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| | Subscribed and sworn | to (or affirmed) | before me |
| | | | |
| | this 18^{th} day of 18^{th} day of 18^{th} | Month, 3 | Year Dy |
| APRYL DAWN BUTLER Commission # 1249861 | (1) KIUNUL A | ne of Signer(s) | ··- |
| Notary Public - Colliants S Los Angoles County | (2) | | <u>. </u> |
| My Corren, Biplies Jan 15, 2004 | | ne of Signer(s) | |
| | April Hum | Butter re of Notary Public | <i></i> |
| | / O Signatu | re of Notary Public | |
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