

WHEN RECORDED MAIL TO:

Questar Regulated Services Company
P.O. Box 45360, Right-of-way
Salt Lake City, UT 84145-0360
1914walm.cp; RW01

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01/17/2003 01:57 PM 14.00
Book - 8722 Pg - 5090-5092
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
QUESTAR REGULATED SERVICES
PO BOX 45360
SLC UT 84145-0360
BY: JCR, DEPUTY - WI 3 P.

8497898

Space above for County Recorder's use
PARCEL I.D.# 27-08-178-016

RIGHT-OF-WAY AND EASEMENT GRANT
UT 20682

WAL-MART REAL ESTATE BUSINESS TRUST

a corporation of the State of Utah, 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 (hereinafter collectively called "facilities") through and across the following-described land and premises situated in the County of Salt Lake, State of Utah, to-wit:

Land of the Grantor located in the Northwest Quarter of Section 8, Township 3 South, Range 1 West, Salt Lake Base and Meridian;

Beginning at a point West 451.57 feet North 51.56 feet from the Center of said Section 8, said point being on the grantor's south property line; thence North 0°20'42" East 308.55 feet; thence North 89°39'18" West 15.99 feet; thence North 0°20'42" East 200.00 feet; thence North 89°39'18" West 16.00 feet; thence South 0°20'42" West 200.00 feet; thence South 89°39'18" East 6.99 feet; thence South 0°20'42" West 308.55 feet; thence South 89°39'18" East 25.00 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 shall have the right to use the surface of the Easement

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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 by this Grant.

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 Grant 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 without further consideration.

Grantee, following the installation or maintenance, of the facilities, shall restore the surface of the right-of-way and easement, and any improvements, to, as near as practicable, the condition of the surface, prior to said installation or maintenance. Grantee shall not unreasonably interfere with Grantor's business operations while utilizing this easement.

Grantee, upon written request from Grantor, and at Grantor's sole cost and expense, agrees to relocate the facilities, to a new, mutually agreed upon, easement, to be provided by Grantor. Following said relocation of the facilities, Grantee agrees to release its interest in the original easement.

Grantee will forever waive and hold Grantor harmless for, and defend Grantor against, any claims, losses, causes of action, and suits which arise from Grantee's, its agents', employees', or invitees' acts or omissions, arising out of the use of the easement herein granted and will indemnify Grantor for any losses suffered due to any such claims, causes of action, or suits. However, Grantee's indemnity will not include acts or omissions of Grantor or third parties.

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 corporate name and seal to be hereunto affixed this 3rd day of Jan., 2003.

QUESTAR GAS COMPANY

Wal-Mart Real Estate Business Trust

By: [Signature]
R.J. Zobell, Manager, Engineering & Project Management

By: [Signature]
It's: Assistant Vice President

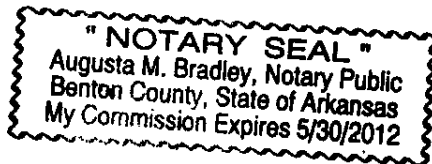
Approved:
Property [Signature]
Property [Signature]
Engineer [Signature]
Legal [Signature]
V.P. _____

Approved as to legal terms only
By: [Signature]
WAL-MART LEGAL TEAM
Date 1-3-03

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STATE OF Arkansas)
) ss.
COUNTY OF Benton)

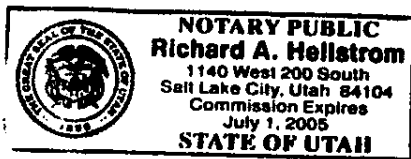
On the 3rd day of Jan., 2013, personally appeared before me Robert M. Bedard who, being duly sworn, did say that he/she is the Assistant Vice President of WAL-MART REAL ESTATE BUSINESS TRUST, and that the foregoing instrument was signed on behalf of said corporation by authority of a resolution of its Board of Directors or its Bylaws, and said Robert M. Bedard acknowledged to me that said corporation duly executed the same.



Augusta M. Bradley
Notary Public

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

On the 16th day of December, 2002, personally appeared before me R. J. Zobell, who, being duly sworn, did say that he/she is the Manager, Engineering & Project Mgt. of QUESTAR GAS COMPANY, and that the foregoing instrument was signed on behalf of said corporation by authority of a resolution of its Board of Directors or its Bylaws, and said R. J. Zobell acknowledged to me that said corporation duly executed the same.



Richard A. Hellstrom
Notary Public

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