

11166919

WHEN RECORDED MAIL TO:  
Questar Gas Company  
P.O. Box 45360, Right-of-way  
Salt Lake City, UT 84145-036  
burnett.cp

11166919  
04/15/2011 10:09 AM \$12.00  
Book - 9918 Pg - 2893-2894  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
QUESTAR GAS COMPANY  
PO BOX 45360  
SLC UT 84145-0360  
BY: ZJM, DEPUTY - WI 2 P.

Space above for County Recorder's use  
PARCEL I.D.# 15-23-201-006

**RIGHT-OF-WAY AND EASEMENT GRANT**  
UT 07473

BURNETT INVESTMENTS, L.L.C., a Utah Limited Liability Company, 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 the Northeast Quarter of Section 23, Township 1 South, Range 1 West, Salt Lake Base and Meridian;

Beginning at a point North 84°43'34" West 289.87 feet and South 58.52 feet from the Salt Lake City Brass Cap Monument at the intersection of 900 West and 2100 South, said point being on Grantor's northeast property corner; thence South 161.83 feet along Grantor's east property line to the south line of said property; thence along said south property line South 85°29'00" West 30.09 feet; thence North 167.90 feet to Grantor's north property line; thence South 82°58'18" East 30.23 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 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.

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.

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.

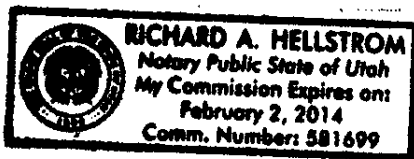
IN WITNESS WHEREOF, Grantor has caused its corporate name and seal to be hereunto affixed this 4 day of April, 2011.

BURNETT INVESTMENTS, L.L.C.

By- [Signature]  
Chad H. Burnett, Manager

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

On the 4<sup>th</sup> day of April, 2011 personally appeared before me CHAD H. BURNETT, who, being duly sworn, did say that he/she is the MANAGER of BURNETT INVESTMENTS, L.L.C., and that the foregoing instrument was signed on behalf of said company by authority of its Articles of Organization or it's Operating Agreement.



[Signature]  
Notary Public