

WHEN RECORDED MAIL TO:

Qucstar Gas Company  
P.O. Box 45360, Right-of-way  
Salt Lake City, UT 84145-0360  
3744nimb.lp; RW01

ENT 57212:2009 PG 1 of 3  
RANDALL A. COVINGTON  
UTAH COUNTY RECORDER  
2009 May 22 3:40 pm FEE 14.00 BY SS  
RECORDED FOR QUESTAR

*Space above for County Recorder's use*

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

UT 23223

NIMBUS PROPERTIES, L.C., 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 Utah, State of Utah, and more particularly described as follows, to-wit:

Land of the Grantor located in Section 22, Township 5 South, Range 1 East, Salt Lake Base and Meridian.

Beginning at a point located North 89°53'25" West 771.29 feet along the North Section Line and South 143.72 feet from the Northeast Corner of said Section 22, said point being on the South right of way line of Main Street; running thence South 00°56'50" East 546.78 feet; thence North 63°24'08" East 6.77 feet; thence North 00°56'47" West 543.80 feet; thence South 89°29'00" East 6.00 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.

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; 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 (except for, deep rooted trees) 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.

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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.

DJ SMITH INVESTMENT, L.C., L.L.C, a Utah Limited Liability Company, as Lessee of the land described herein, consents to the conveyance of this Right-of-way and easement grant.

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 15<sup>th</sup> day of April, 2009.

~~NIMBUS PROPERTIES~~

By- 

~~BRYCE K. TAYLOR, Manager~~

DJ SMITH INVESTMENT, L.C., L.L.C.

By- 

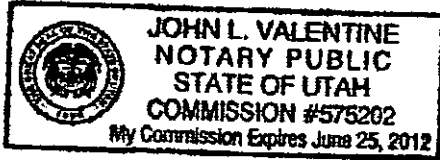
DOUGLAS F. SMITH, Manager



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

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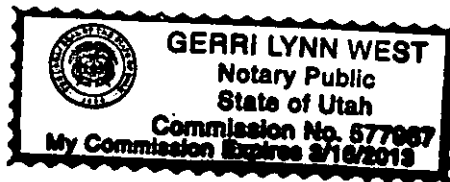
On the 15<sup>th</sup> day of April, 2009, personally appeared before me BRYCE K. TAYLOR who, being duly sworn, did say that he is Manager of NIMBUS PROPERTIES, and that the foregoing instrument was signed on behalf of said company by authority of it's Articles of Organization or it's Operating Agreement.



John L. Valentine  
Notary Public

STATE OF UTAH )  
 ) ss.  
COUNTY OF Utah )

On the 22 day of May, 2009, personally appeared before me DOUGLAS F. SMITH who, being duly sworn, did say that he is Manager of DJ SMITH INVESTMENT, L.C., L.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.



Gerri Lynn West  
Notary Public