

WHEN RECORDED MAIL TO:
Questar Gas Company
P.O. Box 45360
Salt Lake City, UT 84145-0360
ARC4BFND.lc; RW01

E 2603163 B 5295 P 175-176
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
06/15/2011 11:05 AM
FEE \$12.00 Pgs: 2
DEP RTT REC'D FOR QUESTAR GAS COMP
ANY

RETURNED

JUN 15 2011

Space above for County Recorder's use
PARCEL I.D.# 09-282-0003

RIGHT-OF-WAY AND EASEMENT GRANT
UT

ARC4BFND LLC, a Delaware limited liability company, d/b/a Lakeview Estates MHC, "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 natural gas pipeline easement 15.00 feet in width to lay, maintain, operate, repair, inspect, protect, make connections to, remove and replace a pipeline not larger than 12 inches in diameter that shall be buried to a depth of 48.0 inches below the surface of the ground unless rock or other substance prevents a 48.0 inch depth, then to not less than 30.0 inches in depth, and appurtenant valves and valve boxes for the transportation of natural gas and other associated hydrocarbons (hereinafter collectively called "facilities") through and across the following-described land and premises situated in the County of Davis, State of Utah, to-wit:

Land of the Grantor located in the Northeast Quarter of Section 8, Township 4 North, 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 which is North 89°48'00" West 164.21 feet, and North 72°24'00" West 47.08 feet from the East Quarter Corner of Section 8, Township 4 North, Range 1 West, Salt Lake Base and Meridian; and running thence North 01°37'17" East 112.63 feet; thence North 13°49'43" West 45.77 feet.

TO HAVE AND TO HOLD the same unto said QUESTAR GAS COMPANY, its successors and assigns, so long as such facilities shall be maintained and in continuous use by Grantee, its successors or assigns, 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, upon reasonable notice to Grantor. This right-of-way and easement shall carry with it the right to use any available access road(s) for the purposes of conducting the activities permitted hereunder. 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, upon reasonable notice to and consent by Grantor, which consent shall not be unreasonably withheld. Grantor shall have the right to use the right-of-way and easement 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.

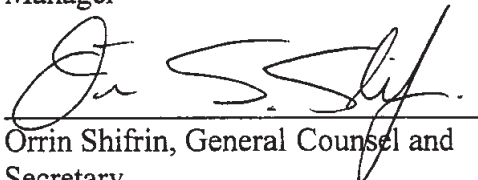
Grantor shall not build or construct, nor permit to be built or constructed, any building or other improvement over or across said right-of-way, nor change the contour thereof, without written consent of Grantee. Grantor shall not plant, or permit to be planted, any deep rooted trees, or any vegetation with roots that may damage the facilities, within the right-of-way, without prior written consent of the Grantee. Grantor shall not place personal property, or permit placement of personal property within the right-of-way which may impair the maintenance or operation of the facilities. 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 2nd day of June, 2011.

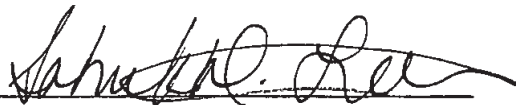
ARC4BFND LLC, a Delaware limited liability company

By - ARC MANAGEMENT SERVICES LLC, a Delaware limited liability company, its Manager

By - 
Orrin Shifrin, General Counsel and Secretary

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

On the 2nd day of June, 2011, personally appeared before me Orrin Shifrin as General Counsel and Secretary of ARC MANAGEMENT SERVICES LLC, in its capacity as Manager of ARC4BFND L.L.C. who, being duly sworn, did say that she is the General Counsel and Secretary of ARC MANAGEMENT SERVICES LLC, and that the foregoing instrument was signed on behalf of said company by authority of its Articles of Organization or its Operating Agreement.


Notary Public

