

WHEN RECORDED MAIL TO:

Questar Gas Company
P.O. Box 45360, Right-of-way
Salt Lake City, UT 84145-0360
fl18ssmed.ic; RW01

RETURNED

NOV 13 2006

2218594

BK 4158 PG 1677

E 2218594 B 4158 P 1677-1679

RICHARD T. MAUGHAN

DAVIS COUNTY, UTAH RECORDER

11/13/2006 02:54 PM

FEE \$15.00 Pgs: 3

DEP RT REC'D FOR QUESTAR GAS COMPA
NY

Space above for County Recorder's use
PARCEL I.D.# 09-013-0024

CORRECTIVE RIGHT-OF-WAY AND EASEMENT GRANT
UT 22301

SCOTT B. SMEDLEY, TRUSTEE AND JULIET SMEDLEY, TRUSTEE OF THE SCOTT B. SMEDLEY FAMILY TRUST DATED THE 19TH DAY OF MARCH, 1982, Grantor(s), of Davis County, State of Utah, do(es) 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 30.00 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 the County of Davis, State of Utah, to-wit:

Land of the Grantor located in the Southeast quarter of Section 4, 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 that is North 00°08'30" East 1275.74 feet along the section line and West 1235.85 feet from the Southeast corner of said Section 4, said point being the Southerly line of Grantor's property, and running thence North 00°08'30" East 76.90 feet to the Northerly line of the Grantor's property.

The purpose of this Corrective Right-of-Way and Easement Grant is to correct the legal description in that certain Right-of-Way and Easement Grant dated September 13, 2006 and recorded September 27, 2006 as Entry #2205396 in Book 4126, at Page 1203-1204 of the County Recorder. This corrective document will replace and supersede said original 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.

Grantee, following the installation or maintenance of the facilities, shall restore the surface of the right-of-way and easement and any improvements thereto, as near as practicable, the condition of the surface that existed 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.

WITNESS the execution hereof this 6th day of November, 2006.


Scott B. Smedley, Trustee

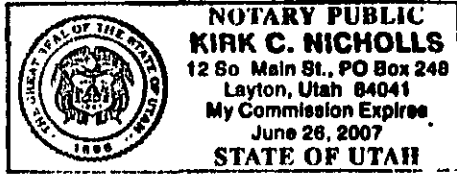

Juliet Smedley, Trustee

QUESTAR GAS COMPANY


Attorney-in-Fact

STATE OF UTAH)
) ss.
COUNTY OF Davis)

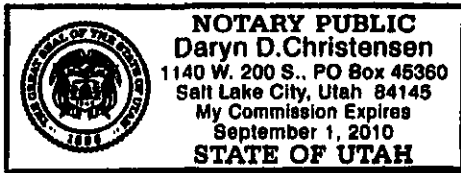
On the 6th day of November, 2006, personally appeared before me Scott B. Smedley + Juliet Smedley, the signer(s) of the foregoing instrument, who duly acknowledged to me that he/she/they executed the same.



Kirk Nicholls
Notary Public

STATE OF UTAH)
) ss.
COUNTY OF Salt Lake)

On the 1st day of November, 2006, personally appeared before me David Ingleby, who being duly sworn, did say that he is Attorney-in-Fact for 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, an official certification of which is recorded as Entry No. 2047223, at Book 3712, Page 84, in the Office of the Davis County Recorder.



Daryn D. Christensen
Notary Public