

WHEN RECORDED MAIL TO:

Questar Gas Company
P.O. Box 45360, Right-of-way
Salt Lake City, UT 84145-0360
3744innes.lc; RW01

ENT 51106:2009 PG 1 of 3
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2009 May 08 2:23 pm FEE 14.00 BY EO
RECORDED FOR QUESTAR

Space above for County Recorder's use

RIGHT-OF-WAY AND EASEMENT GRANT

UT 23223

INNES FAMILY, LLC, 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 24.00 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 Utah, State of Utah, to-wit:

Land of the Grantor located in the Northeast Quarter of Section 22, Township 5 South, Range 1 East, 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 located North 89°29'00" West 763.00 feet along the North Section line and South 149.20 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 01°00'00" East 530.86 feet; thence South 65°10'47" East 259.56 feet to the Grantor(s) East property line.

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

NA 

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 or interfere with said facilities.

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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.

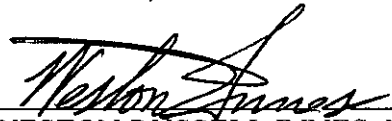
This right-of-way shall be binding upon and inure to the benefit of the successors and assigns of Grantor(s) and the successors and assigns of Grantee, and may be assigned in whole or in part by Grantee.

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 15th day of April, 2009.

INNES FAMILY, LLC

By- 
WESTON RUSSELL INNES, Manager

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

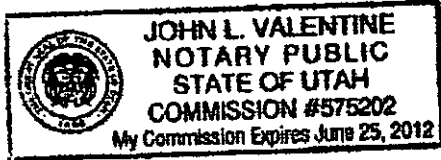
By- 
DOUGLAS F. SMITH, Manager

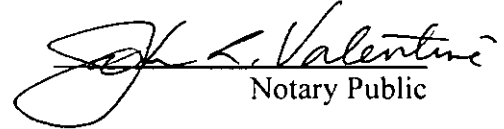
 WA

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

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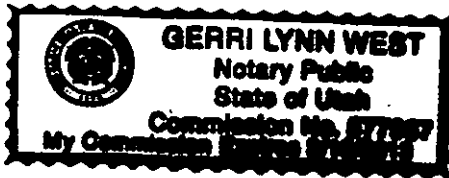
On the 15th day of April, 2009, personally appeared before me
WESTON RUSSELL INNES who, being duly sworn, did say that he Manager of
INNES FAMILY, LLC, and that the foregoing instrument was signed on behalf of said
company by authority of it's Articles of Organization or it's Operating Agreement.

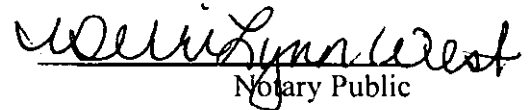



Notary Public

STATE OF UTAH)
) ss.
COUNTY OF Utah)

On the 4 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.




Notary Public