

When Recorded Mail To:  
Questar Pipeline Company  
P.O. Box 4560, Right-of-way  
Salt Lake City, Utah 84145-0360

Ent 120930 Bk 286 Pg 631  
Date: 17-AUG-2010 12:00:04PM  
Fee: \$15.00 Check  
Filed By: BDN  
BRENDA NELSON, Recorder  
MORGAN COUNTY  
For: QUESTAR PIPELINE COMPANY  
Space for County Recorder's use  
PARCEL I.D.# 01-004-112 00-0001-3647  
~~#01-004-119-DS-1~~

**RIGHT-OF-WAY AND EASEMENT GRANT  
QPC 3726**

DONALD & LARAINÉ WHITEAR FAMILY LIMITED PARTNERSHIP,  
of Morgan County, Utah ("Grantors"), convey and warrant to QUESTAR PIPELINE  
COMPANY, a Utah corporation ("Grantee"), a parcel of land situated in the Northwest  
Quarter of Section 6, Township 4 North, Range 2 East, Salt Lake Base and Meridian,  
Morgan County, Utah; Being more particularly described as follows (the Lands):

Commencing at the Northeast Corner of Section 6, T 4 N, R 2 E, S.L.B.M, a found stone,  
thence South 64° 31' 41" West a distance of 4,104.95 feet to the centerline of a 30.00 foot  
easement for the Questar Main Line 3 Pipeline Replacement Project, said easement being  
15.00 feet right and left of the described centerline, said point being the true point of  
beginning which lies on the Southerly Boundary Line of the Donald & Laraine Whitear  
Family Parcel, thence along the said centerline the following (1) one course:

1. North 50° 45' 28" West a distance of 85.45 feet to the point of terminus, said point lies  
North 61° 29' 55" East a distance of 1,896.33 feet from the West Quarter Corner of  
Section 6, T 4 N, R 2 E, S.L.B.M, a found 3" brass cap,

Also commencing at the Northeast Corner of Section 6, T 4 N, R 2 E, S.L.B.M, a found  
stone, thence South 86° 39' 41" West a distance of 5,453.22 feet to the easement for the  
Questar Main Line 3 Pipeline Replacement Project, said point being the true point of  
beginning which lies on the Westerly Boundary Line of the Donald & Laraine Whitear  
Family Parcel, thence along the said easement line the following (20) twenty courses:

1. North 00° 08' 00" West a distance of 34.04 feet;
2. South 61° 56' 59" East a distance of 128.82 feet;
3. South 64° 10' 01" East a distance of 236.99 feet;
4. South 18° 41' 31" West a distance of 350.51 feet;
5. South 40° 07' 17" East a distance of 430.00 feet;
6. South 55° 19' 44" East a distance of 179.15 feet;
7. South 37° 53' 22" East a distance of 489.00 feet;
8. South 48° 22' 50" East a distance of 50.09 feet;
9. South 77° 26' 36" East a distance of 103.03 feet;
10. South 87° 29' 38" East a distance of 197.36 feet;
11. South 00° 15' 59" East a distance of 30.04 feet;

12. North 87° 29' 38" West a distance of 201.45 feet;
13. North 77° 26' 36" West a distance of 113.44 feet;
14. North 48° 22' 50" West a distance of 60.62 feet;
15. North 37° 53' 22" West a distance of 487.15 feet;
16. North 55° 19' 44" West a distance of 178.56 feet;
17. North 40° 07' 17" West a distance of 450.91 feet;
18. North 18° 41' 31" East a distance of 341.30 feet;
19. North 64° 10' 01" West a distance of 211.05 feet;
20. North 61° 56' 59" West a distance of 113.32 feet to the point of beginning, said point lies North 00° 08' 00" West a distance of 2,298.66 feet from the West Quarter Corner of Section 6, T 4 N, R 2 E, S.L.B.M, a found 3" brass cap,

The total area of a gas pipeline right-of-way across the Donald & Laraine Whitear family land, as described above is 67,364 sq ft or 1.55 acres more or less.

This right of way and easement is granted in consideration of TEN and NO/100 DOLLARS (\$10.00) and other good and valuable consideration, receipt of which is acknowledged, and shall permit Grantee to construct, lay, maintain, operate, repair, inspect, protect, remove and replace pipelines, valves, valve boxes, and other gas transmission and distribution facilities, (collectively, the Facilities") through and across the Lands.

Grantee shall be entitled to have and to hold this right of way and easement for so long as the Facilities shall be maintained, with the right of ingress to, egress from, and access on and along the right of way to construct, lay, maintain, operate, repair, inspect, protect, remove, and replace, the Facilities. This right of way and easement shall carry with it the right to use existing roads for the purpose of conducting the foregoing activities.

Grantee may also temporarily use such portion of Grantors property along and adjacent to the right of way as may be reasonably necessary in connection with construction, maintenance, repair, inspection, protection, removal, or replacement of the Facilities.

Grantors shall have the right to use the Lands, 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 under this Right-of-Way and Easement Grant ("Grant"). Grantors shall not build or construct nor in any way permit to be built or constructed any building or other improvement over or across the right of way, nor change its contour without written consent of Grantee.

Grantee agrees to pay damages that may arise to crops or fences caused by the exercise of its rights under this Grant.

This Grant shall be binding upon and inure to the benefit of the successors and assigns of Grantors and the successors and assigns of the Grantee and may be assigned in whole or in part by Grantee.

This Right-of-Way and Easement Grant represents the entire agreement between the Parties.

WITNESS the execution hereof this 2<sup>ND</sup> day of JULY, 2010.

**GRANTORS:**

DONALD AND LARAIN WHITEAR  
FAMILY LIMITED PARTNERSHIP

Donald J. Whitear

By: Gen partner

STATE OF UTAH )  
 )SS:  
COUNTY OF MORGAN )

On this 2<sup>ND</sup> day of JULY, 2010, personally appeared before me DONALD J. WHITEAR, the GENERAL PARTNER of DONALD AND LARAIN WHITEAR FAMILY LIMITED PARTNERSHIP, the signers of the foregoing instrument, who

duly acknowledged to me that they executed the same.

Chris B. Balling  
Notary Public

