WHEN RECORDED MAIL TO:
Questar Regulated Services Company
P.O. Box 45360, Right-of-Way
Salt Lake City, UT 84145-0360

10881906 01/20/2010 11:04 AM \$12.00 Book - 9798 Ps - 934-935 GARY W. OTT RECORDER, SALT LAKE COUNTY, UTAH QUESTAR GAS COMPANY PO BOX 45360 SLC UT 84145-0360 BY: HMP, DEPUTY - WI 2 P.

RIGHT-OF-WAY AND EASEMENT GRANT

THE UNIVERSITY OF UTAH, a body Politic and Corporate of the State of Utah, 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 construct, maintain, operate, repair, inspect, protect, remove and replace an enclosure for natural gas meters and piping over, under, across and through the following described parcel of land situated in the County of Salt Lake, State of Utah, to-wit:

Commencing at point which is South 43°39'57" East, a distance of 4437.087' more or less from the Theoretical Position of the Northwest Corner of Section 4, Township 1 North, Range 1 East, Salt Lake Base and Meridian, said point being the POINT OF BEGINNING; thence N55°51'12" E, a distance of 34.99'; thence S34°08'48" E, a distance of 28.40'; thence S55°32'05" W, a distance of 34.99'; thence N34°08'48" W, a distance of 28.60' to the POINT OF BEGINNING; said described tract containing 0.02 Acres (0.02 Acres), more or less.

TO HAVE AND TO HOLD the same unto the said QUESTAR GAS COMPANY, its successors and assigns, so long as such facilities shall be maintained, with all necessary and reasonable rights of ingress and egress and the right to excavate and refill ditches and trenches for the location and repair of said facilities. Grantee shall also have the right for temporary periods to use the property adjacent to said right-of-way as may be reasonably necessary to fulfill the purpose of this grant.

This easement is granted subject to the following conditions and limitations:

- Grantor reserves to itself the right to construct, use and maintain across, over and/or under the property hereby granted for all facilities that it may choose so to do in such a manner as not to interfere with the use or rights of the Grantee herein granted nor violate or place Grantee in violation of Federal, State and local laws, regulations and safety standards.
- 2. Grantor reserves the right to substitute a new easement location if, in the opinion of Grantor, such relocation is necessary; however, should the Grantor so elect to make such a substitution, the cost of relocating Grantee's facilities shall be paid in full by Grantor and a new and suitable easement shall be provided Grantee at no cost to Grantee.

RIGHT-OF-WAY AND EASEMENT GRANT July 1, 2008 Page 2

- 3. All installations of Grantee pursuant to this easement will be below or at ground level.
- 4. The Grantee shall use all reasonable care installing and maintaining its facilities so as to not unduly disturb the existing roadways, trees, shrubs, landscaping, sprinkling system or other underground equipment. Grantee agrees to restore to original condition or replace any such landscape, plants, equipment or surface improvements damaged by such installation or maintenance.
- 5. Grantee shall construct, maintain and repair its said facilities and everything relating thereto without cost or expense to the Grantor and by acceptance of this right-of-way and easement grant agrees to save harmless the Grantor from any and all loss, damage, expense, claims or demands resulting from the negligence of Grantee in the construction, repair, maintenance, replacement or operation of Grantee's facilities hereunder.

It is hereby understood that any parties securing this grant on behalf of the Grantee are without authority to make any representations, covenants or agreements not herein expressed.

WITNESS the hand of the University of Utah this ______ day of ______,

UNIVERSITY OF UTAH

IIS	: Vice President for Administrative Services
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	017
STATE OF UTAH)	
COUNTY OF SALT LAKE)	
On the 2 day of V	uly, 2008 personally appeared before
me Arnold B. Combe	who, being duly sworn, did say that
helshe is the <u>Vice President</u>	of the <u>UNIVERSITY OF UTAH</u> ,
and that the foregoing instrument was s	signed on behalf of said corporation by authority
of its Board of Trustees.	
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BK 9798 PG 935

Notary Public

Notary Public
ANGIE MITCHELL
201 South President's Circle, Room 209
Saft Lake City, Utah 84112-9012
My Commission Expires
December 1, 2011
State of Utah