

WHEN RECORDED MAIL TO:

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

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Book - 10075 Pg - 9594-9596
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
QUESTAR GAS COMPANY
PO BOX 45360
SLC UT 84145-0360
BY: KSR, DEPUTY - WI 3 P.

Space above for County Recorder's use

UT 20534-1

**CORRECTIVE
RIGHT-OF-WAY AND EASEMENT GRANT**

BLUE BLOOD HOLDINGS, LLC

a Limited Liability Company of the state of Utah 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 16.00 feet in width to, lay, maintain, operate, repair, alter, inspect, protect, make connections to, remove and replace pipelines, valves, valve boxes and install cathodic monitoring and mitigation facilities and other gas transmission and distribution facilities (hereinafter collectively called "Facilities"), said right-of-way being situated in the County of Salt Lake, State of Utah, and more particularly described as follows, to-wit:

Land of the Grantor located in Section 22, Township 3 South, Range 1 West, Salt Lake Base and Meridian

the 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 South 00°07'35" 1,607.12 feet and South 89°56'45" East 33.00 feet from the Center of said Section 22, said point being the South West Corner of Lot 1, Poole Subdivision, according to the official plat on file with the Salt Lake County Recorder; running thence North 00°07'35" East 16.00 feet; thence South 89°56'45" East 147.75 feet; thence North 00°21'33" West 33.25 feet; thence North 89°39'59" East 81.32 feet; thence South 00°30'18" East 41.42 feet; thence South 58°59'58" West 16.06 feet; thence North 89°56'44" West 2.16 feet; thence North 00°30'18" West 33.70 feet; thence South 89°39'59" West 49.36 feet; thence South 00°21'33" East 33.36 feet; thence South 89°56'45" East 163.76 feet to the point of beginning.

The purpose of this Corrective Right-of-Way and Easement Grant is to change the legal description in that certain Right-of-Way and Easement Grant dated May 30, 2002 and recorded June 6, 2002 as Entry 8258195 Book 8607 Page 1529-1530 of the Salt Lake 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 to construct a drivable

surface roadway for ingress and egress along and through said right-of-way and to construct, lay, maintain, operate, repair, alter, inspect, protect, make connections to, remove and replace the same. This right-of-way and easement shall carry with it the right to use any available access road(s) for the purpose of conducting the foregoing activities. 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.

Without limiting the generality of the foregoing, Grantor does hereby covenant, warrant and agree as follows:

1. Grantor shall not build or construct, nor permit to be built or constructed, over or across the right-of-way, any building, retaining walls, rock walls, footings or improvement which impairs the maintenance or operation of the Facilities.

2. Grantor shall not change the contour within the right-of-way without prior written consent of Grantee.

3. 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 Grantee.

4. Grantor shall not place personal property within the right-of-way that impairs the maintenance or operation of the Facilities.

5. Grantee shall have the right to cut and remove timber, trees, brush, overhanging branches, landscaping and improvements or other obstructions of any kind and nature which may injure or interfere with Grantee's use, occupation or enjoyment of this easement and right-of-way, without liability to Grantor, and without any obligation of restoration or compensation.

6. Grantor agrees to indemnify, hold harmless and defend Grantee, its agents and employees, from all claims, mechanics liens, demands, damages, actions, costs and charges for personal injury and property damage, and any other liabilities, including attorney's fees, arising out of or by any reason of Grantor's use of the easement or any activities conducted thereon by Grantor, his/her/its agents, employees, invitees or as a result of Grantor's negligence.

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.

IN WITNESS WHEREOF, Grantor has caused its corporate name and seal to be hereunto affixed this ____ day of _____, 20____.

