

WHEN RECORDED MAIL TO:

Questar Gas Company
P.O. Box 45360, Right-of-way
Salt Lake City, UT 84145-0360
FL06/magna investment

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08/21/2014 10:20 AM \$14.00
Book - 10254 Pg - 4588-4590
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
QUESTAR GAS COMPANY
PO BOX 45360
SLC UT 84145-0360
BY: SSA, DEPUTY - WI 3 P.

Space above for County Recorder's use
PARCEL I.D.# 28-09-353-015

RIGHT-OF-WAY AND EASEMENT GRANT
UT _____

MAGNA INVESTMENT AND DEVELOPMENT LTD., a Utah Limited Partnership, 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 20 feet in width to construct, 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 Utah, State of Utah, and more particularly described as follows, to-wit:

A strip of land being part of Lot 1, LONGHILL SUBDIVISION, a subdivision situate in the Southwest Quarter of the Southwest Quarter of Section 9 and the Northwest Quarter of the Northwest Quarter of Section 16, Township 3 South, Range 1 East, Salt Lake Base and Meridian. Said strip of land being twenty (20) feet in width, ten (10) feet on either side of the following described center line:

Beginning on the North boundary line of the Grantor's property at a point 10.00 feet South 89°43'45" East from the Northeast corner of said Lot 1, and running thence along a line parallel to and 10.00 feet perpendicularly distant easterly from the East right of way line of 1300 East Street the following two (2) courses and distances: (1) South 00°35'58" West 500.84 feet; thence (2) South 00°57'37" West 89.55 feet; thence along a line parallel to and 10.00 feet perpendicularly distant northerly from the northerly right of way line of Sego Lily Drive as conveyed by that certain Warranty Deed recorded as Entry No. 10715232, Book 9729, Page 2373-2374 of the official records, the following three (3) courses and distances: (1) South 64°05'24" East 10.43 feet; thence (2) South 89°48'40" East 96.23 feet to the point of tangency of a 639.50-foot radius curve to the left; thence (3) easterly

80.14 feet along the arc of said curve, through a central angle of 07°10'48" (Note: Chord to said curve bears North 86°35'56" East for a distance of 80.09 feet) to a point 10.00 feet perpendicularly distant from the northerly right of way line of Sego Lily Drive; thence along a line concentric to said northerly right of way the following two courses and distances: (1) easterly 70.16 feet along the arc of a non-tangent 570.00-foot radius curve to the left, through a central angle of 07°03'09" (Note: Chord to said curve bears North 73°17'09" East for a distance of 70.12 feet) to the point of reverse curvature of a 750.00-foot radius curve to the right; thence (2) easterly 236.23 feet along the arc of said curve through a central angle of 18°02'48" (Note: Chord bears North 78°46'58" East for a distance of 235.25 feet) to the East boundary line of the Grantor's property. (Contains 21,671 square feet in area or 0.497 acre)

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 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.

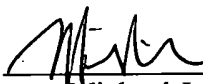
This right-of-way shall be binding upon and inure to the benefit of the successors and assigns of Grantor and the successors and assigns of Grantee, and may be assigned in whole or in part by Grantee.

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 29th day of July, 2014.

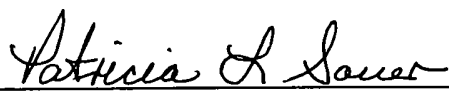
Magna Investment and Development LTD.

By - Allied Services, Inc., Partner

By - 
Michael J. Papanikolas,
Executive Vice President

STATE OF ARIZONA)
) ss.
COUNTY OF PIMA)

On the 29th day of July, 2014 personally appeared before me MICHAEL J. PAPANIKOLAS, who, being duly sworn, did say that he is the President of Allied Services, Inc., Partner of Magna Investment and Development LTD, a Utah Limited Partnership, and that the foregoing instrument was signed on behalf of said corporation by authority of a resolution of its Board of Directors or its Bylaws, and said MICHAEL J. PAPANIKOLAS acknowledged to me that said corporation duly executed the same.


Notary Public

