

**WHEN RECORDED MAIL TO:**

Questar Regulated Services Company  
P.O. Box 45360, Right-of-way  
Salt Lake City, UT 84145-0360  
2692garf.lc; RW01

ENT 2234:2005 PG 1 of 2  
RANDALL A. COVINGTON  
UTAH COUNTY RECORDER  
2005 Jan 07 10:18 am FEE 12.00 BY SS  
RECORDED FOR QUESTAR

*Space above for County Recorder's use*

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

UT 21644

GARFF WARNER AUTOMOTIVE GROUP 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 20.00 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 Section 27, Township 6 South, Range 2 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 South 1,160.56 feet and East 857.45 feet from the North Quarter Corner of said Section 27, said point being on the North right of way line of 1400 S. Street, Orem Utah; running thence North 217.00 feet.

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.

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. 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.

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 20 day of December, 2004.

GARFF WARNER AUTOMOTIVE GROUP  
LLC

By- Mark H. Tetzlaff  
Mark H. Tetzlaff, Manager

STATE OF UTAH )  
 ) ss.  
COUNTY OF UTAH )

On the 20 day of December, 2004, personally appeared before me Mark H. Tetzlaff who, being duly sworn, did say that he is a Manager of GARFF WARNER AUTOMOTIVE GROUP 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.

Judee G. Ash  
Notary Public

