WHEN RECORDED MAIL TO: Questar Gas Company P.O. Box 45360, Right-of-way Salt Lake City, UT 84145-0360 2788fass.cc; RW01 Ent 240159 Page 1 of 2
Date: 09-MAY-2005 11:14AM
Fee: \$12.00 Check
Filed By: KHL
CALLEEN B PESHELL, Recorder
TOOELE COUNTY CORPORATION
For: QPC PROPERTY & RIGHT-OF-WAY

Space above for County Recorder's use PARCEL I.D.# 5-39-11

RIGHT-OF-WAY AND EASEMENT GRANT UT 21824

FASSIO EGG FARMS, INC.

a corporation 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 20.0 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"), said right-of-way being situated in the County of Tooele, State of Utah, and more particularly described as follows, to-wit:

Land of the Grantor located in Section 23, Township 2 South, Range 4 West, 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 North 1,004.24 feet and East 22.63 feet from the West Quarter Corner of said Section 23; thence South 88°47'19" East 122.22 feet; thence South 84°28'55" East 33.06 feet; thence South 71°54'49" East 46.69 feet; thence South 54°34'33" East 220.25 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 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 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 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.

FASSIO EGG FARMS, INC.

Richard Fassio, President

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)
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On the 474 day of MA	, 20 <u>05</u> personally appeared before
me RICHARO FASSIO	, who, being duly sworn, did say that he/she is the
	, of FASSIO EGG FARMS, INC. , and that the foregoing
· · · · · · · · · · · · · · · · · · ·	of said corporation by authority of a resolution of its Board of
Directors or its Bylaws, and said	
acknowledged to me that said corp	
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PINOTARY PUB	In the Water
Sali 140 West 200 Sou	Notary Public