

WHEN RECORDED MAIL TO:

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

E 2643768 B 5459 P 266-268  
RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
02/15/2012 11:35 AM  
FEE \$14.00 Page 3  
DEP RT REC'D FOR QUESTAR GAS COMPANY

Street **RETURNED**  
08-060-0013, 0034 FEB 15 2012  
0029, 0043, 0041, 0003, 0004  
08-486-0105

*Space above for County Recorder's use*  
ROAD FILE # 2568662

## RIGHT-OF-WAY AND EASEMENT GRANT

30775

FARMINGTON CITY CORPORATION, a municipal 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 TEN DOLLARS (\$10.00) in hand paid and other good and valuable consideration, receipt of which is hereby acknowledged, a right-of-way and easement to construct, lay, maintain, operate, repair, alter, inspect, protect, make connections to, remove and replace underground pipelines, valves, valve boxes and install underground cathodic monitoring and mitigation facilities and other gas transmission and distribution facilities (hereinafter collectively called "Facilities"), said existing pipeline and Easement shall exist in the area more particularly described as follows, to-wit:

Land of the Grantor located in Section 14, Township 3 North, Range 1 West, Salt Lake Base and Meridian;

Beginning at a point on the westerly right of way boundary of Union Pacific Railroad which point is North 0°00'26" East 1,431.51 feet along the Section Line and South 89°40'30" East 143.63 feet from the Southeast Corner of Section 14, Township 3 North, Range 1 West, Salt Lake Base and Meridian; and running thence North 89°40'30" West 922.15 feet to the northeasterly right of way boundary of Burke Lane (a 66.00 foot wide road), thence northwesterly 43.63 feet along the arc of a 690.00 foot radius curve to the left through a central angle of 3°37'23" (long chord bears North 62°22'35" West 43.62feet); thence South 89°40'30" East 936.27 feet; thence South 50°36'35" East 31.74 feet along said westerly right of way boundary of the Union Pacific Railroad to the point of beginning.

Containing: 18,574 sq. ft. (0.4264 Acres) and generally described on the attached map as Exhibit A.

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 Easement 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 Easement 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 materially interfere with the Facilities or any other rights granted to Grantee hereunder. Grantee shall restore the Easement and all affected improvements to their prior existing condition upon completion of any construction to the Facilities.

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 Easement, any building, retaining walls, rock walls, footings or improvement which impairs the maintenance or operation of the Facilities.
2. Grantor shall not materially change the contour within the Easement 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 Easement, without prior written consent of Grantee.
4. Grantor shall not place personal property within the Easement 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 may lay asphalt over the Easement and may install fencing so long as all fence posts have a minimum clearance of five feet (5') from the outside edge of the existing pipeline. Notwithstanding anything set forth herein, Grantor must comply with the Damage to Underground Utilities Act, Utah Code Ann. §§54-82-1 *et seq.*

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 either party upon written notice to Grantee, Grantor, or assigns.

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.

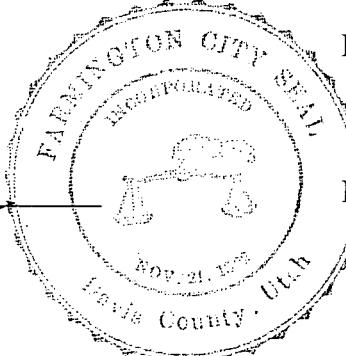
IN WITNESS WHEREOF, Grantor has caused its corporate name and seal to be hereunto affixed this 7 day of January 2012.

Feb.

ATTEST:

Holly Gadd  
[Secretary], Secretary

(SEAL)



FARMINGTON CITY CORPORATION

By:

Scott Harbertson

Scott Harbertson, Mayor

STATE OF UTAH )  
 ) ss.  
COUNTY OF [COUNTY] Davis )

On the 7 day of February, 2012, personally appeared before me Scott C Harbertson, and Holly Gadd who, being duly sworn, did say that they are the Mayor and City Recorder, respectively, of Farmington City Corporation, and that the foregoing instrument was signed on behalf of said city by authority of a resolution of its City Council, and said and Scott Harbertson acknowledged to me that said city duly executed the same.

Cindy A Naylor  
 Notary Public

