

WHEN RECORDED MAIL TO:

Questar Gas Company  
P.O. Box 45360, Right-of-way  
Salt Lake City, UT 84145-0360  
3526tuha.lcm; RW01

Ent 332711 Bk 961 Pg 1262-1263  
Date: 03-MAR-2008 11:29AM  
Fee: \$27.00 Check Filed By: MG  
ELIZABETH PALMIER, Recorder  
WASATCH COUNTY CORPORATION  
For: QUESTAR GAS COMPANY

*Space above for County Recorder's use*  
PARCEL I.D.# OTK-TP-10 thru  
OTK-TP-25

**RIGHT-OF-WAY AND EASEMENT GRANT**  
UT 22172

TUHAYE, L.L.C.

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 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 Wasatch, State of Utah, and more particularly described as follows, to-wit:

Land of the Grantor located in Section 27, Township 2 South, Range 5 East, Salt Lake Base and Meridian.

Those areas designated at private roadways; SUNDOWNER RIDGE DRIVE and SHADOW RIDGE, as shown within TUHAYE TWIN PEAKS SUBDIVISION according to the official plat as recorded in the office of the county recorder for Wasatch County, State of Utah.

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.

WITNESS the execution hereof this 31<sup>st</sup> day of January, 2008.

TUHAYE, L.L.C., a Utah limited liability company, by its Manager

TALISKER INVESTMENTS (U.S.), INC.

By- DJS  
Its- Authorized Signing Officer

STATE OF UTAH )  
COUNTY OF Summit ) ss.  
                          )

On the 31<sup>st</sup> day of January, 2008, personally appeared before me David J. Smith who, being duly sworn, did say that he/she is a Authorized Signing Officer of Talisker Investments, 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.

Stephanie Saladyga  
Notary Public

