

WHEN RECORDED MAIL TO:
Questar Gas Company
P.O. Box 45360, Right-of-way
Salt Lake City, UT 84145-0360
FL14/stearns_2

Ent: 373719 - Pg 1 of 3
Date: 08/24/2012 09:11 AM
Fee: \$14.00
Filed By: cp
Jerry M. Howshon, Recorder
Tooele County Corporation
For: QUESTAR GAS COMPANY

Space above for County Recorder's use
PARCEL I.D.# 04-070-0-0004

RIGHT-OF-WAY AND EASEMENT GRANT

ESTATE OF VALENTINE E. STEARNS

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, 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 Tooele County, State of Utah, to-wit:

A strip of land twenty (20) feet in width, lying and situate in the Northeast Quarter of Section 35, Township 1 South, Range 4 West, Salt Lake Base and Meridian, Tooele County, Utah. Parcel being more particularly described as follows:

BEGINNING 1467.67 feet North and West 1164.84 feet of the Southeast corner of the Northeast quarter of Section 35, Township 1 South, Range 4 West, Salt Lake Base and Meridian, thence N05°37'17"E 41.85 feet to the East line of U.S. Hwy 40-50; thence N34°10'00"E 363.21 feet coincident with said East line of U.S. Hwy 40-50; thence East 24.17 feet along the North line of the grantors property; thence S34°10'00"W 413.56 feet to the **POINT OF BEGINNING**.
Contains 7,768 sq. ft. more or less.

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. Grantee shall have the right, during the initial installation of the facilities within the easement, to remove trees located near the easement that would interfere with the installation and shall compensate Grantor for said trees.


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 14th day of August, 2012.



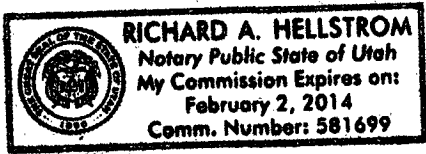
Kelly Johnson, Personal Representative of
the Estate of Valentine E. Stearns



Darla S. Burring, Personal Representative of
the Estate of Valentine E. Stearns

STATE OF UTAH)
) ss.
COUNTY OF TOOELE)

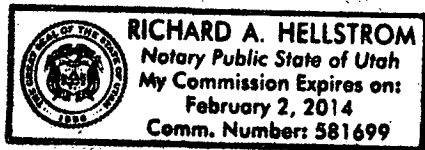
On the 14th day of AUGUST, 20 12, personally appeared before me
DARLA S BURRINGO
the signer(s) of the foregoing instrument, who duly acknowledged to me that he/she/they
executed the same for the purpose stated therein.



[Signature]
Notary Public

STATE OF UTAH)
) ss.
COUNTY OF JUAB)

On the 21st day of August, 20 12, personally appeared before me
Kelly Johnson
the signer(s) of the foregoing instrument, who duly acknowledged to me that he/she/they
executed the same for the purpose stated therein.



[Signature]
Notary Public