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WHEN RECORDED MAIL TO: Questar Gas Company P.O. Box 45360, Right-of-way Salt Lake City, UT 84145-0360 1001magna.pc; RW01

9858755 09/28/2006 08:30 AM \$12.00 Book - 9357 P9 - 4023-4024 GARY W. OTT RECORDER, SALT LAKE COUNTY, UTAH QUESTAR GAS COMPANY PO BOX 45360 SLC UT 84145-0360 BY: SLR, DEPUTY - WI 2 P.

Space above for County Recorder's use PARCEL I.D.# 28-16-101-022

RIGHT-OF-WAY AND EASEMENT GRANT

UT 16801 & 17782

MAGNA INVESTMENT & DEVELOPMENT, LTD.

Grantor, by and through ALLIED SERVICES INC., General Partner, 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 30.0 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") through and across the following-described land and premises situated in Salt Lake County, State of Utah, to-wit:

Land of the Grantor located in the Northwest Quarter of Section 16, Township 3 South, Range 1 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 that is East 815.00 and South 1317.18 feet from the Northwest corner of Section 16, Township 3 South, Range 1 East, Salt Lake Base and Meridian; running thence North 00°34'43" West 315.83 feet; thence South 39°59'00" East 40.38 feet; thence South 29.25 feet; thence South 18°48'00" East 14.90 feet; thence South 00°34'43" East 211.50 feet; thence South 89°52'50" East 16.02 feet; thence South 30.00 feet; thence South 89°59'41" West 45.72 feet to the point of beginning.

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.

IN WITNESS WHEREOF, Grantor has caused its partnership name to be hereunto affixed this 31 day of 4, 20 bb.

MAGNA INVESTMENT & DEVELOPMENT, LTD. a Utah Limited Partnership Company

ALLIED SERVICES INC

GENERAL PARTNER

STATE OF UTAH)
COUNTY OF Sult Lake) ss.)

On the 3/ day of August, 20 th, personally appeared before me Thalia P. Congress, who, being duly sworn, did say that he/she is a General Partner of Alliaborates The _______, and that the foregoing instrument was signed on behalf of said partnership by authority of the articles of partnership, and said Allaborates Pac ______ acknowledged to me that said partnership duly executed the same.

Sha Jon Luclawas D. Notary Public

