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SW-12-1N-1W

FEB 25 2000

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SHERYL L. WHITE, DAVIS CNTY RECORDER
2000 FEB 25 12:01 PM FEE 12.00 DEP REC
GRANT FOR QUESTAR

01-107-0039 pt

RIGHT-OF-WAY AND EASEMENT GRANT

GRANITE CONSTRUCTION COMPANY, a California corporation, Grantor, does hereby quit-claim 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, an exclusive (except as otherwise provided herein) right-of-way and easement thirty (30) feet in width to lay, maintain, operate, repair, inspect, protect, remove and replace a gas pipeline, and related 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 the County of Davis, State of Utah, to-wit:

Land of Grantor located in the Southwest Quarter of Section 12, Township 1 North, Range 1 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 on Grantor's West property line, said point being South 00°10'54" West 645.04 feet from the East Quarter corner of Section 11, Township 1 North, Range 1 West, Salt Lake Base and Meridian; running thence North 70°53'42" East 150.00 feet.

TO HAVE AND TO HOLD the same unto said Grantee, its successors and assigns, so long as such facilities shall be maintained, with a right of reasonable ingress and egress to and from said right-of-way at reasonable locations designated by Grantee from time to time, to maintain, operate, repair, inspect, protect, remove and replace the same. During temporary periods, Grantee may use such portion of the property along and immediately adjacent to said right-of-way as may be reasonably necessary in connection with the construction, maintenance, repair, removal or replacement of the facilities. Grantee shall repair all damage to the property caused by the exercise of its right to enter upon Grantor's property, including but not limited to, repair, restoration and/or replacement of any landscaping, trees, shrubbery, curbing, sidewalks, asphalt or other improvements to Grantor's property injured, destroyed or damaged by reason of the exercise of any of Grantee's rights hereunder. Grantee agrees to indemnify, defend and hold harmless Grantor from and against any claims, actions, damages, losses, costs or expenses (including reasonable attorneys' fees) incurred by Grantor by reason of Grantee's acts or omissions in the use of the right-of-way and easement granted hereby.

Grantor, and its successors and assigns, 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 unreasonably interfere with the facilities or any other rights granted to Grantee hereunder. The exclusive nature of the right-of-way and easement granted herein is limited to the exclusive use of the easement area for a natural gas pipeline and facilities; otherwise the right-of-way and easement are non-exclusive in nature.

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 the written consent of Grantee, which consent shall not be unreasonably withheld, conditioned or delayed. This right-of-way shall be binding upon and inure to the benefit of the successors and assigns of Grantor and the successors and assignees of Grantee, and may be assigned in whole or in part by Grantee.

It is hereby understood that any persons securing this grant on behalf of Grantee or Grantor are without authority to make any representations, covenants or agreement not herein expressed.

IN WITNESS WHEREOF, Grantor has executed this instrument on this 7 day of February, 2000.

GRANITE CONSTRUCTION COMPANY

By: *Bruce McGowan*

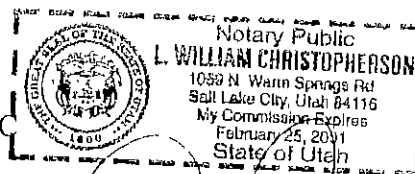
STATE OF UTAH)
) :SS
County of Salt Lake)

The foregoing instrument was acknowledged before me this 7 day of February, 2000, by Bruce McGowan, who is the Branch Mgr. of Granite Construction Company, a California corporation.

My Commission Expires:

NOTARY PUBLIC
Residing in

L. William Christopherson
Signature



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