WHEN RECORDED MAIL TO:

 'Questar Regulated Services Company
 P.O. Box 45360, Right-of-way
 Salt Lake City, UT 84145-0360

EER O S SING

RIGHT-OF-WAY AND EASEMENT GRANT

SE-12-4N-JW

UT 506

E 1830245 8 3221 P 96 RICHARD T. MAUGHAN, DAVIS CNTY RECORDER 2003 FEB 5 7:45 AM FEE 16.00 DEP MEC REC'D FOR QPC PROPERTY & RIGHT OF WAY

NED B. THORNE and DAVID P. JENTZSCH

"Grantor(s)", do(es) 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 (referred to in this Grant as the "Easement") to lay, maintain, operate, repair, inspect, protect, remove and replace pipelines, valves, valve boxes and other gas transmission and distribution facilities (referred to in this Grant collectively as "Facilities") as follows: Eight feet on each side of the centerlines shown on the attached plat, designated Exhibit "A", and by reference made a part of this Grant, which centerlines are within that certain development known as COUNTRY OAKS APARTMENTS, in the vicinity of 1480 South 1000 East, Clearfield, Davis County, Utah, which development is more particularly described as:

Land of the Grantor located in the Southeast Quarter of Section 12, Township 4 North, Range 2 West, Salt Lake Base and Meridian:

Beginning at a point 997.11 feet North 0°06'05" East along the Section Line and 33.00 feet West of the Southeast Corner of said Section 12; thence North 89°44'36" West 495.00 feet; thence North 0°06'05" East 321.07 feet; thence South 89°44'36" East 495.00 feet to the west line of 1000 East Street; thence South 0°06'05" West 321.00 feet along said street to the point of beginning;

TO HAVE AND TO HOLD the same unto its successors and assigns, so long as Grantee shall require with the right of ingress and egress to and from the Easement to maintain, operate, repair, inspect, protect, remove and replace the Facilities. During temporary periods, Grantee may use such portion of the property along and adjacent to the Easement as may be reasonably necessary in connection with construction, maintenance, repair, removal or replacement of the Facilities. Grantor(s) shall have the right to use the surface of the Easement except for the purposes for which this Easement is granted provided such use does not interfere with the Facilities or any other rights granted to Grantee by this Grant.

Grantor(s) shall not build or construct, nor permit to be built or constructed, any building or other improvement over or across the Easement, nor change the contour thereof, without written consent of Grantee. This Grant shall be binding upon the successors and assigns of Grantor(s) and may be assigned in whole or in part by Grantee without further consideration.

It is hereby understood that any person(s) securing this Grant on behalf of Grantee are without authority to make any representations, covenants or agreements not expressed in this Grant.

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| WITNESS the execution he | ereof this <u>3</u> | ed day of S | plemb | <u>e1 </u> | 99. |
|---|---------------------|---|--|---|------------------------|
| | | 1/1 | 45 | Heor | → (_ |
| | | | David - | Ned. B. T | J. |
| STATE OF UTAH COUNTY OF SALT LAKE |)) ss.) | | | | |
| On the 3rd day of the signer(s) of the foregoing instru | | , 1 <u>9 f (</u> , person y acknowledged | | | |
| | | | Ann Et | S. L. Doctory 1 | - Public |
| | | | 4805 Sout Salt Lake City My Commis | FUBLIC EKSTROM h 900 East r, Utah 84117 sion Expires 22, 2090 DF UTAH | |



