WHEN RECORDED MAIL TO: Questar Regulated Services Company P.O. Box 45360, Right-of-way Salt Lake City, UT 84145-0360

## RIGHT-OF-WAY AND EASEMENT GRANT UT 19485

Grantor, by and through <u>Blaine Wade</u>, 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 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 Weber, State of Utah, and more particularly described as follows, to-wit:

Land of the Grantor located in Section 22, Township 7 North, Range 1 East, Salt Lake Base and Meridian.

Those areas designated as "Common Areas" (including private driveways, streets or lanes) as shown within MOOSE HOLLOW CONDOMINIUM, Phase 1, according to the official plat as recorded in the office of the county recorder for Weber County, State of Utah.

TO HAVE AND TO HOLD the same unto said Mountain Fuel Supply 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.

Et 1633939 BK2010 PG111 DOUG CROFTS, WEBER COUNTY RECORDER 07-MAY-99 843 AM FEE \$12.00 DEP BCT REC FOR: QUESTAR

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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 26 day of \_\_\_\_\_\_, 1999.

Wolf Creek Associates a Utah Limited Partnership

By: Blaine Hado

Blaine Wade, General Partner

STATE OF UTAH

) ) ss.

COUNTY OF WEBER

On the 21th day of April , 1991, personally appeared before me Blaine Wade , who, being duly sworn, did say that he/she is a General Partner of Wolf Creek Associates a Utah Limited Partnershift that the foregoing instrument was signed on behalf of said partnership by authority of the articles of partnership, and said Blaine Wade acknowledged to me that said partnership duly executed the same.



Shirley K Tensool
Notary Public

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