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RW01

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 19292

00223103 BK 00457 P3 00741-00742
WASATCH CO RECORDER-ELIZABETH N PARCELL
2000 APR 05 11:51 AM FEE \$14.00 BY RMC
REQUEST: QUESTAR GAS

DEER CREST ASSOCIATES I. L.C., A Utah Limited Liability Company
"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 ONE DOLLAR (\$1.00) in hand paid and other good and valuable consideration, receipt of which is hereby acknowledged, a non-exclusive 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") through and across the following-described land and premises situated in the County of Wasatch, State of Utah, to-wit:

Land of the Grantor located in the East Half of Section 22, the West Half of Section 23 and the South Half of Section 14, Township 2 South, Range 4 East, Salt Lake Base and Meridian;

Those areas designated as Roads, Streets, Drives, etc. as shown within DEER CREST ESTATES SUBDIVISION - Phase 1, according to the official plat as recorded in the office of the county recorder for Summit County, State of Utah.

Also, those areas designated as ACCESS EASEMENT NO. 2 and ACCESS EASEMENT NO. 3, as shown on the plat for DEER CREST ESTATES SUBDIVISION - Phase 1, according to the official plat as recorded in the office of the county recorder for Summit County, State of Utah.

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(s) 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(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; provided, however, nothing herein shall prohibit Grantor from building or constructing, or permitting to be built or constructed curb and gutter, sidewalks,

pavement, landscaping or similar improvements over and across said right-of-way. Provided, however, no building or other improvement shall be built or constructed over or across said easement which would interfere with Questar Gas Company's (QGC) maintenance obligations under the Natural Gas Pipeline Safety Act, 49 U.S.C. Sec. 1671 et seq., as amended, without written consent of QGC. Other utilities may be located within such easement provided their lines and facilities are located no closer than 36 inches from the outside diameter of QGC's pipelines and provided such other utilities agree to comply with the Damages to Underground Utility Facilities Act, Utah Code Ann. Sec. 54-8a-1, et seq., as it may be amended.

This right-of-way shall be binding upon and inure to the benefit of the successors and assigns of Grantor(s) 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.

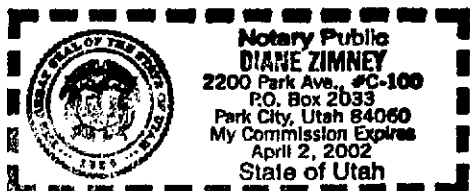
WITNESS the execution hereof this 17 day of MARCH, ²⁰⁰⁰~~19~~.

DEER CREST ASSOCIATES I, L.C.,

By: Doug Heil
Doug Heil, Construction Manager

STATE OF UTAH)
COUNTY OF Summit) ss.

On the 17 day of March, ²⁰⁰⁰~~19~~, personally appeared before me Doug Heil who, being duly sworn, did say that he/she is a Construction Manager of _____, and that the foregoing instrument was signed on behalf of said company by authority of it's Articles of Organization or it's Operating Agreement.



Diane Zimney
Notary Public