

WHEN RECORDED MAIL TO:
Questar Gas Company
P.O. Box 45360, Right-of-way
Salt Lake City, UT 84145-0360
2580swis.ccm; RW01

Ent 306035 Bk 881 Pg 714-716
Date: 14-AUG-2006 12:44PM
Fee: \$14.00 Check Filed By: MWC
ELIZABETH PALMIER, Recorder
WASATCH COUNTY CORPORATION
For: QUESTAR GAS COMPANY

Space above for County Recorder's use
PARCEL I.D.# 0-0002-3023

RIGHT-OF-WAY AND EASEMENT GRANT
UT 19014

SWISS ALPINE WATER COMPANY

a non-profit corporation of the State of Utah, "Grantor", does hereby convey and quitclaim 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"), said right-of-way being situated in the County of Wasatch State of Utah, and more particularly described as follows, to-wit:

Land of the Grantor located in Section 33, Township 3 South, Range 4 East, Salt Lake Base and Meridian.

Those areas designated as Roadways (Streets,Circles,Lanes etc.) as shown within SWISS MOUNTAIN ESTATES NO.1, SWISS MOUNTAIN ESTATES NO. 2, SWISS MOUNTAIN ESTATES NO.3 A SUBDIVISION, AND SWISS MOUNTAIN ESTATES NO.4 according to the official plat as recorded in the office of the county recorder for Wasatch 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 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. No building or other improvement requiring footings shall be built or constructed over or across said easement, nor change the contour thereof, except for road surface maintenance, without written consent of Grantee. Grantor shall not build nor construct any improvements that will unreasonably interfere with Grantee's ability to lay, maintain, operate, repair, inspect, remove and replace its pipelines. 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 Grantees pipeline(s), horizontally for parallel installations, and no closer than 12 inches vertically for lateral crossings, Grantee will also comply with said spacing requirements, and provided all utilities comply with the provision of the Damages to Underground Utility Facilities Act, Utah Code Ann. Sec. 54-8A-1, et seq., as it may be amended; and provided further, that if such use, by Grantor, requires relocation of the Facilities, or if Grantor requests relocation, Grantee agrees to relocate the facilities at Grantor's sole cost and expenses; and provided further, that Grantor will provide a suitable alternate location for such facilities and will grant or cause to be granted the necessary easement rights at the new location upon the same terms and conditions herein provided nothing contained 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, so long as said improvements do not threaten the integrity of or damage said facilities. Grantee, following the installation or maintenance of the facilities, shall restore the road base and surface of the right-of-way and any constructed improvements to, as near as practicable, the condition of the road base, surface and the constructed improvements prior to said installation or maintenance. 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.

In addition to the foregoing, by accepting this Right-of-Way and Easement Grant the Grantee agrees to the following conditions: a) Installation and maintenance shall only be performed during the period from June 1st thru October 15th, except in the case of emergency;;; b) Any road that provides the sole access to a residential dwelling shall remain, to the extent reasonably practicable, passable during construction operations; c) The restoration of the right-of-way, provided for herein, shall occur within 30 days of the completion of any construction activities, and no later than the 15th of October of any given year, weather permitting; and d) any of Grantee's Facilities lying within Grantor's roadways shall, when reasonably practicable, be initially installed on the side of the road opposite any existing subsurface water facilities. Grantee agrees to provide Grantor with proposed construction drawings prior to commencing any construction of new Facilities.

In the event Grantee fails to take any of the actions described herein, after giving written notice to Grantee and allowing reasonable time for Grantee to perform the action cited in the notice, Grantor may perform such action, or cause such action to be performed, at the sole expense of Grantee except that Grantor shall not, under any circumstances, attempt to remove,

construct or modify Grantee's facilities. Any and all costs incurred in connection with the enforcement of the terms of this Grant including, but not limited to reasonable attorneys fees shall be reimbursed by the non-performing party.

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 corporate name and seal to be hereunto affixed this 7th day of August, 2006.

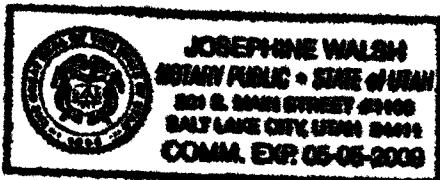
SWISS ALPINE WATER COMPANY

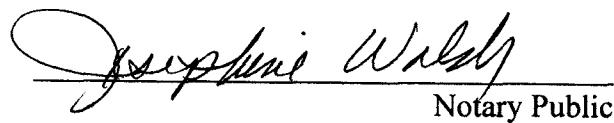
By: 

Its: PRESIDENT

STATE OF UTAH)
COUNTY OF SALT LAKE)
) ss.
)

On the 7th day of August, 2006 personally appeared before me John S. Kirkham, who, being duly sworn, did say that he/she is the President, of SWISS ALPINE WATER COMPANY, and that the foregoing instrument was signed on behalf of said corporation by authority of a resolution of its Board of Directors or its Bylaws, and said John S. Kirkham acknowledged to me that said corporation duly executed the same.





Notary Public