

WHEN RECORDED MAIL TO:
Questar Regulated Services Company
P.O. Box 45360, Right-of-way
Salt Lake City, UT 84145-0360
1220bear.com; RW01
revised 10/25/04

00717589 Bk01661 Pg01320-01321

ALAN SPRIGGS, SUMMIT CO RECORDER
2004 NOV 22 11:29 AM FEE \$189.00 BY GGB
REQUEST: QPC PROPERTY & RIGHT-OF-WAY

Space above for County Recorder's use
PARCEL I.D.# BHVS-1 thru T176A
BHVS-PAR-A and B

RIGHT-OF-WAY AND EASEMENT GRANT

UT 19356

BEAR HOLLOW VILLAGE HOMEOWNERS ASSOCIATION, a Utah non-profit corporation, 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 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 Summit, State of Utah, and more particularly described as follows, to-wit:

Land of the Grantor located in Sections 19 and 30, Township 1 South, Range 4 East, Salt Lake Base and Meridian.

Those areas designated as "Common Areas" and "Limited Common Areas" (including private driveways, streets or lanes) as shown within BEAR HOLLOW VILLAGE Subdivision, 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 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; provided, however, that 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 damage said facilities. 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.

Grantee, following the installation or maintenance, of the facilities, shall restore the surface of the right-of-way and easement, and any improvements, to, as near as practicable, the condition of the surface, prior to said installation or maintenance.

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 1 day of NOVEMBER, 2004.

BEAR HOLLOW VILLAGE
HOMEOWNERS ASSOCIATION

By- Howard E Butt
Its- PRESIDENT

STATE OF ~~UTAH~~ New Jersey
) ss.
COUNTY OF Somerset)

On the 1st day of November, 2004 personally appeared before me Howard E Butt, who, being duly sworn, did say that he is the President of BEAR HOLLOW VILLAGE HOMEOWNERS ASSOCIATION, 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 Howard E Butt acknowledged to me that said corporation duly executed the same.

BK1661 PG1321

SUZANNE F. YOUNAN
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 2/25/2007

Page 2 of 2 Pages

