

9239570

WHEN RECORDED MAIL TO:

Questar Regulated Services Company
P.O. Box 45360, Right-of-way
Salt Lake City, UT 84145-0360
2590mtc.pcm; RW01

9239570
12/03/2004 02:02 PM \$12.00
Book - 9068 Pg - 5581-5582
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
QUESTAR REGULATED SERVICES
PO BOX 45360
SLC UT 84145-0360
BY: SBM, DEPUTY - WI 2 P.

Space above for County Recorder's use
PARCEL I.D.# 22-23-251-032 thru 034
and 22-23-251-036

RIGHT-OF-WAY AND EASEMENT GRANT

UT 21123

MTC PARTNERS, LTD

Grantor, by and through MILLROCK DEVELOPMENT, LLC., 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 Salt Lake, State of Utah, and more particularly described as follows, to-wit:

Land of the Grantor located in Section 23, Township 2 South, Range 1 East, Salt Lake Base and Meridian.

Those areas designated as "Lion Lane" and "Millrock Drive" (private streets) as shown within MILLROCK PARK SUBDIVISION, according to the official plat as recorded in the office of the county recorder for Salt Lake 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.

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 18th day of November, 2004.

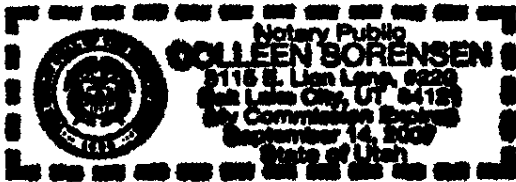
MTC PARTNERS, LTD.

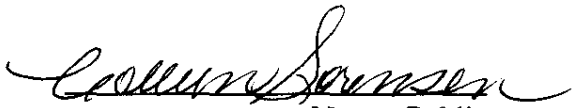
By- MILLROCK DEVELOPMENT, LLC.,
General Partner

By: 
Steven Peterson, Manager

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

On the 18 day of NOV, 2004, personally appeared before me _____, who, being duly sworn, did say that he/she is a Manager of MILLROCK DEVELOPMENT, LLC., General Partner of MTC PARTNERS, LTD., and that the foregoing instrument was signed on behalf of said partnership by authority of the articles of partnership, and said Steve Peterson acknowledged to me that said partnership duly executed the same.




Notary Public