

WHEN RECORDED MAIL TO:

Questar Regulated Services Company
P.O. Box 45360, Right-of-way
Salt Lake City, UT 84145-0360
2298iron.le; RW01

00682991 BK1588 Pg00666-00668

ALAN SPRIGGS, SUMMIT CO RECORDER
2003 DEC 15 12:31 PM FEE \$30.00 BY BJW
REQUEST: QUESTAR REGULATED SERVICES CO

Space above for County Recorder's use

PARCEL I.D.# NSV-II-C,
IWDV-B-5 thru 9,
IWDV-C-9 thru 11 and
IWDV-D-12 thru 15

RIGHT-OF-WAY AND EASEMENT GRANT

UT 19390

IRONWOOD PARTNERS OF UTAH, LLC, 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 (referred to in this Grant as the "Easement") to lay, maintain, operate, repair, inspect, protect, remove and replace pipelines, valves, valve boxes and other gas transmission and distribution facilities (referred to in this Grant collectively as "Facilities") as follows: Ten feet on each side of the centerlines shown on the attached plat, designated Exhibit "A", and by reference made a part of this Grant, which centerlines are within that certain development known as IRONWOOD AT DEER VALLEY, in the vicinity of 8780 Marsac Avenue, Park City, Summit County, Utah, which development is more particularly described as:

Land of Grantor located in the Northwest Quarter of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian;

Those areas designated as "Common Ownership" and "Limited Common Ownership" within IRONWOOD AT DEER VALLEY PHASE 1, a Utah expandable Condominium project, according to the official plat on file with the county recorder for Summit County, State of Utah.

Also, Lot C in NORTHSIDE VILLAGE SUBDIVISION II, according to the official plat on file with the county recorder for Summit County, State of Utah.

TO HAVE AND TO HOLD the same unto its successors and assigns, so long as Grantee shall require with the right of ingress and egress to and from the Easement to maintain, operate, repair,

inspect, protect, remove and replace the Facilities. During temporary periods, Grantee may use such portion of the property along and adjacent to the Easement 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 the surface of the Easement except for the purposes for which this Easement is granted provided such use does not interfere with the Facilities or any other rights granted to Grantee by this Grant.

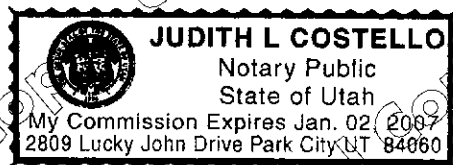
Grantor(s) shall not build or construct, nor permit to be built or constructed, any building or other improvement over or across the Easement, nor change the contour thereof, without written consent of Grantee; provided, however, nothing herein shall prohibit Grantor from building or constructing, or 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 Grant shall be binding upon the successors and assigns of Grantor(s) and may be assigned in whole or in part by Grantee without further consideration.

It is hereby understood that any person(s) securing this Grant on behalf of Grantee are without authority to make any representations, covenants or agreements not expressed in this Grant.

WITNESS the execution hereof this 4th day of December, 2003

Ironwood Partners of Utah, LLC





Jacek Koson, Manager

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

On the 4th day of December, 2003, personally appeared before me Jacek Koson who, being duly sworn, did say that he is a Manager of Ironwood Partners of Utah, LLC, 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.

Judith L Costello
Notary Public

My Commission Expires: Jan. 2, 2007

