

WHEN RECORDED MAIL TO:

Questar Regulated Services Company
P O. Box 45360, Right-of-way
Salt Lake City, UT 84145-0360
2575foxb.le; RW01

RETURNED

OCT 19 2004

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E 2025444 B 3647 P 447
RICHARD T. MAUGHAN, DAVIS CNTY RECORDER
2004 OCT 19 8:51 AM FEE 16.00 DEP MT
REC'D FOR QPC PROPERTY & RIGHT OF WAY

Space above for County Recorder's use
PARCEL I.D.# (44)01-305-0107

RIGHT-OF-WAY AND EASEMENT GRANT

UT 21430

FOXBORO TERRACE ASSOCIATES, 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 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 used to provide natural gas service to Grantee's development known as **Foxboro Terrace Apartments** described below (referred to in this Grant collectively as "Facilities") as follows: Eight feet on each side of the centerlines shown on the attached Exhibit "A", and by reference made a part of this Grant, which centerlines are within that certain development known as **Foxboro Terrace Apartments**, in the vicinity of 882 W. Foxboro Drive, North Salt Lake, Utah, which development is more particularly described as:

Land of Grantor located in Section 3, Township 1 North, Range 1 West, Salt Lake Base and Meridian;

Lot 107A Foxboro Plat 1A Amended Subdivision according to the official plat on file with the Davis County Recorder, 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, that nothing contained herein shall prohibit Grantor from building or constructing, or permitting to be built or constructed curb and gutter, sidewalks, pavement and landscaping over and across said right-of-way, so long as said improvements do not damage said facilities.

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

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 7th day of October, 2004.

FOXBORO TERRACE ASSOCIATES, L.C.,
a Utah limited liability company

By its Manager.

FOXBORO TERRACE MANAGEMENT, L.C.,
a Utah limited liability company

By: J. Randolph Cassidy
J. Randolph Cassidy
Its: Manager

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

On the 7th day of October, 2004, personally appeared before me **J. Randolph Cassidy** who, being duly sworn, did say that he is a Manager of **FOXBORO TERRACE MANAGEMENT, L.C.**, which is a Manager of **FOXBORO TERRACE ASSOCIATES, L.C.**, and that the foregoing instrument was signed on behalf of said limited liability company by authority of it's Articles of Organization or it's Operating Agreement.



Deanna L. Stookey
Notary Public

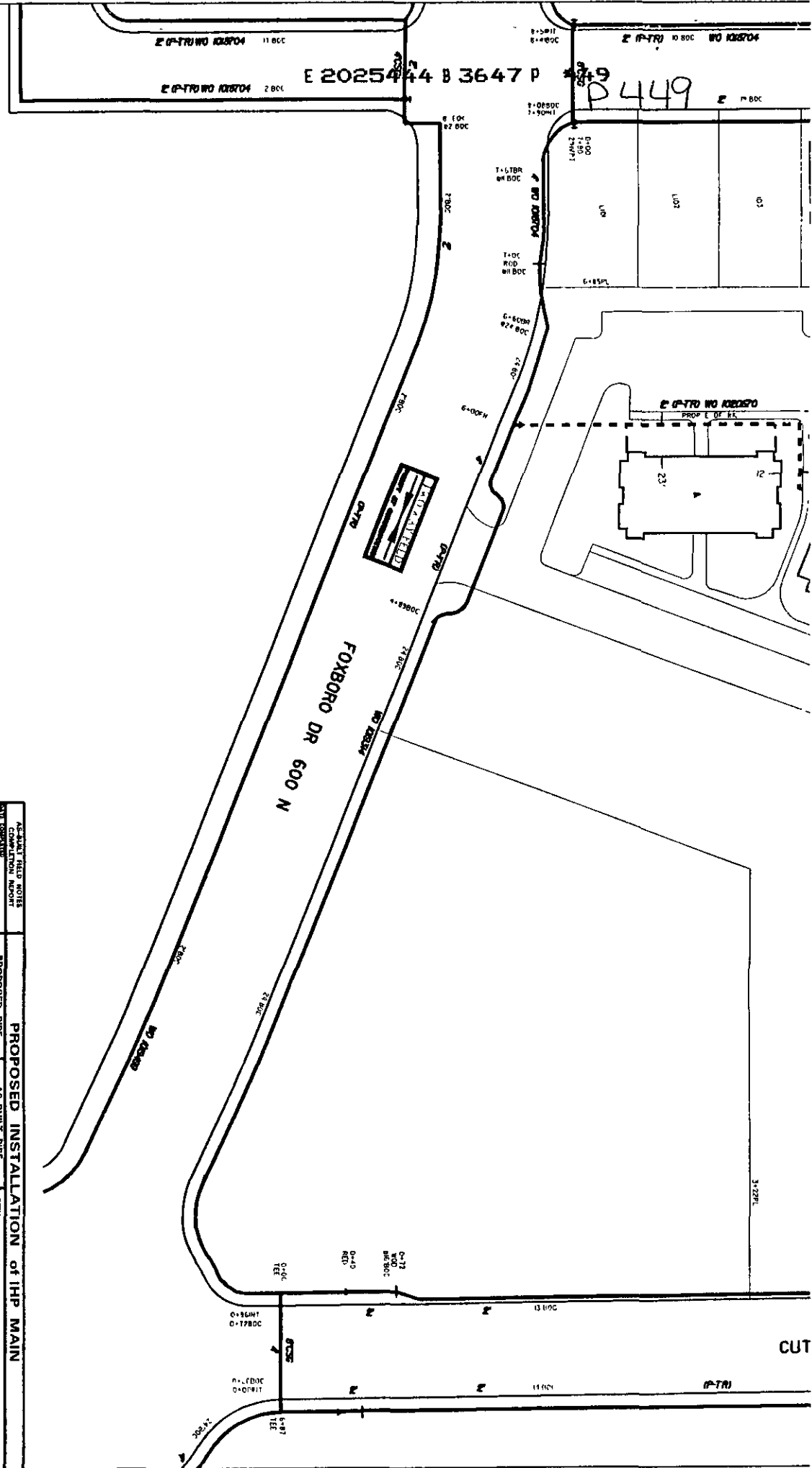


EXHIBIT "A"

ALL RIGHTS OF WAY TO BE 16' WIDE
CENTER OF SAID RIGHT OF WAY TO BE
LOCATION OF PROPOSED GAS

CAUTION: DO NOT INSTALL IHP GAS
CLOSER THAN 10' TO ANY STRUCTURE

AS-BUILT FIELD NOTES COMPLETION REPORT		PROPOSED INSTALLATION of IHP MAIN	
DATE FORWARDED		PROPOSED PIPE	AS-BUILT PIPE
CONTRACTOR		SIZE FOOTAGE TYPE	SIZE FOOTAGE TYPE
OWNER		1445	16" 1145
PROJECT			
LOCATION			
DATE			
APPROVED BY			
DATE			
REVISIONS			
NO.	DATE	DESCRIPTION	BY
1			
2			
3			
4			
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NOTES

1. CALL THE STAKE FOR LOCATION OF UNDERGROUND UTILITY SERVICES OR LABORER.
2. LOCATE ALL UTILITIES PRIOR TO CONSTRUCTION.

PERMITS

PERMITS: CITY COUNTY STATE FEDERAL

PROPOSED MAIN LOCATION

* INSTALL PROPOSED MAIN AS SHOWN UNLESS OTHERWISE SPECIFIED BY QUESTION GAS RESP

BLANKET # 100225

DATE # 10/15/25

PROJECT # MJ1020670

DETAILS

DURHAM DR

910 WEST

912

776

772

766

760

754

748

744

740

732

724

720

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CLUBHOUSE

GRANTOR
FOXBORO TERRACE ASSOCIATES LLC
UT# 20430

13' BOC

13' BOC

PRES PROP

13' BOC

R DR

14' BOC

14' BOC

14' BOC

14' BOC

14' BOC