BK8652A132

WHEN RECORDED MAIL TO:

Questar Regulated Services Company
P.O. Box 45360, Right-of-way
Salt Lake City, UT 84145-0360
1871sand.lp; RW01

8361360
09/23/2002 08:16 AM 12.00
Book - 8652 Pg - 1320-1321
GARY W. OTT
RECORDER, SALI LAKE COUNTY, UTAH
QUESTAR REGULATED SERVICES
PO BOX 45360
SLC UT 84145-0360
BY: ZJM, DEPUTY - WI 2 P.

Space above for County Recorder's use PARCEL I.D.# 28-16-376-074

RIGHT-OF-WAY AND EASEMENT GRANT

UT 20589

SANDY WILLOWS, L.L.C., a Utah Limite 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 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") through and across the following-described land and premises situated in the County of Salt Lake, State of Utah, to-wit:

Land of the Grantor located in the Southwest Quarter of Section 16, Township 3 South, Range 1 East, Salt Lake Base and Meridian;

Beginning at a point North 0°27'40" East along the Quarter Section Line 594.62 feet and North 89°57'00" West 246.75 feet from the South Quarter Corner of said Section 16; thence South 0°27'40" West 15.41 feet; thence North 89°05'03" West 418.21 feet to the east line of Bell Canyon Acre No. 5; thence North 0°30'20" East 8.73 feet, more or less; thence South 89°57'00" East 418.20 feet, more or less, to the point of beginning.

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(s) 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(s) 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(s) 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.

SANDY WILLOWS, L.L.C.

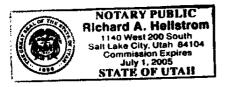
By- C.W. Management Corporation,

Manager

By- Wice Presiden

STATE OF UTAH) ss. COUNTY OF SALT LAKE)

On the day of September, 2001, personally appeared before me who, being duly sworn, did say that he/she is President of C.W. MANAGEMENT CORPORATION, Manger of SANDY WILLOWS, L.L.C., 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.



Notary Public