WHEN RECORDED MAIL TO: Questar Regulated Services Company P.O. Box 45360, Right-of-way Salt Lake City, UT 84145-0360 2022brow.cc; RW01

**ОО653060** Вк01522 Р600901-00902

ALAN SPRIGGS, SUMMIT CO RECORDER 2003 MAR 31 14:17 PM FEE \$12.00 BY DMG REQUEST: QUESTAR REGULATED SERVICES CO

Space above for County Recorder's use PARCEL I.D.# NS-525

## **RIGHT-OF-WAY AND EASEMENT GRANT**

UT 20840

## BROWN'S DAIRY INC.

a corporation of the State of Utah, 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") 20.00 feet in width 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 Summit, State of Utah, to-wit:

Land of the Grantor located in the Southeast Quarter of Section 28, Township 2 North, Range 5 East, Salt Lake Base and Meridian;

the centerline of said right-of-way and easement shall extend through and across the above-described land and premises as follows, to-wit:

Beginning at a point North 790.32 feet from the West Quarter Corner Section 27, Township 2 North, Range 5 East, Salt Lake Base and Meridian; thence North 53°54'57" West 89.50 feet; thence North 36°20'25" West 45.36 feet; thence North 19°17'09" West 60.91 feet; thence West 59.62 feet; thence South 71°26'21" West 64.00 feet; thence South 78°14'34" West 96.75 feet; thence South 69°31'38" West 62.77 feet; thence South 84°49'56" West 203.80 feet to a point on an existing Questar pipeline right of way.

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 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.

Brown's Dairy Inc.

By: Glen E. Brown, President

STATE OF UTAH ) ss. COUNTY OF SUMMIT )

On the <u>25</u> day of <u>March</u>, 2003 personally appeared before me Glea E. Brown, did say that he is the President

respectively, of  $\frac{|Srown| \le DLivy}{|Srown|}$ , 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  $\frac{|Srown|}{|Srown|}$  acknowledged to me that said

corporation duly executed the same.

DECEMBER 20 OF UTALL

Notary Public

RECORDERS NOTE

DUE TO THE COLOR OF THE INK

OF THE NOTARY SEAL AFFIXED

TO THIS DOCUMENT, THE

SEAL MAY BE UNSATISFACTORY

FOR COPYING.