

WHEN RECORDED MAIL TO:

Questar Regulated Services Company  
P.O. Box 45360, Right-of-way  
Salt Lake City, UT 84145-0360  
2180unit.cc; RW01

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ALAN SPRIGGS, SUMMIT CO RECORDER  
2003 OCT 17 15:56 PM FEE \$14.00 BY DMG  
REQUEST: COALITION TITLE

*Space above for County Recorder's use*

PARCEL I.D.#

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## RIGHT-OF-WAY AND EASEMENT GRANT

UT 11803

UNITED PARK CITY MINES COMPANY, a corporation of the State of Delaware, Grantor, does hereby grant 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") 20.0 feet in width, to be used by Grantee for the following purposes only: 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 (the "Easement Parcel") situated in the County of Summit, State of Utah, to-wit:

A 20.0 foot wide easement being 10 feet on each side of the following described centerline, located in the Southeast quarter of Section 20, Township 2 South, Range 4 East, Salt Lake Base & Meridian.

Beginning at a point that is North 88°09'24" East 279.88 feet along the section line and North 212.24 feet from the north quarter corner of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said point being on the easterly line of the Marsac Avenue Right of Way, according to the official plat thereof on file and of record in the office of the recorder, Summit County, Utah, and running thence North 67°00'02" East 126.73 feet; thence North 45°44'13" East 114.30 feet; thence South 89°09'47" East 165.37 feet; thence North 76°40'10" East 89.66 feet to a point on a Mountain Fuel Supply Company right-of-way and easement grant, entry no. 126273, recorded March 19, 1975, on file and of record in the office of the Summit County Recorder and terminating.

TO HAVE AND TO HOLD the same unto said Grantee, its successors and assigns, so long as such Facilities shall be maintained, with the right of ingress and egress within the Easement Parcel to maintain, operate, repair, inspect, protect, remove and replace the Facilities. During temporary

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periods, Grantee may use such portion of the property along and adjacent to the Easement Parcel as may be reasonably necessary in connection with the construction, maintenance, repair, removal or replacement of the Facilities, provided that Grantee shall repair at Grantee's sole cost and expense, all damage done to any such adjacent property by Grantee.

Grantor reserves and retains the right for Grantor to use the Easement Parcel and the right for Grantor to grant nonexclusive easements, rights of way and other use rights to other persons and/or entities to use the Easement Parcel, provided such use does not unreasonably interfere with the Facilities or any other rights granted to Grantee hereunder. Other utilities may be located within the Easement and the Easement Parcel, provided their lines and facilities are located no closer than 36 inches from the outside diameter of Grantee'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.

Grantor shall not build or construct, nor permit to be built or constructed, any building or other improvement over or across the Easement Parcel, nor change the contour thereof, without the written consent of Grantee; provided, however, nothing herein shall prohibit Grantor from building or constructing, or permitting to be built or constructed curbs and gutters, sidewalks, pavement, landscaping or similar improvements over and across said the Easement Parcel. However, no building or other improvement shall be built or constructed over or across the Easement Parcel that would interfere with Grantee's maintenance obligations under the Natural Gas Pipeline Safety Act, 49 U.S.C. Sec. 1671 et seq., as amended, without the written consent of Grantee.

Grantor hereby reserves and retains the right, at Grantor's sole election, to move and relocate the Easement and the Easement Parcel from time to time to the extent that Grantor deems necessary in connection with the development of certain real property owned by Grantor, that is adjacent to or in the vicinity of the Easement Parcel. Upon Grantor's request, Grantee agrees to relocate the Facilities to any such relocated Easement and Easement Parcel, at Grantor's sole cost and expense. Grantor agrees to provide a substitute right-of-way and easement grant, in the form of this document, to accommodate any such relocation, and this Grant shall be extinguished and terminated upon the execution and recording by Grantor of a substitute right of way and easement grant.

This Grant 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 obtaining this Grant on behalf of Grantee are without authority to make any representations, covenants or agreements not herein expressed.

