

00700602 Bk 1384 B 1273
RUSSELL SHIRTS * WASHINGTON CO RECORDER
2000 OCT 30 16:05 PM FEE \$12.00 BY HL
FOR: QUESTAR REGULATED SERVICES CO

Space above for County Recorder's use PARCEL I.D.# 7058-A-NW and 7158-B-NW

RIGHT-OF-WAY AND EASEMENT GRANT UT 20042

RUSSELL DAVIS and DELORES DAVIS

Grantor(s), of Washington County, State of Utah, do(es) 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 16.0 feet in width to lay, maintain, operate repair, inspect, protect, remove and replace pipelines, valves, warve 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 Washington, State of Utah, to-wit:

Land of the Grantor located in the Southeast Quarter of Section 6, Township 40 South, Range 16 West, Salt Lake Base and Meridian;

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

Beginning at a point South 1,224.02 feet and West 1,197.15 feet from the East Quarter Corner of said Section 6, said point being on Grantor's west property line; thence North 89°57'00" East 8.00 feet; thence South 0 17'16" West 93.18 feet; thence North 89°57'12" East 1,183.01 feet, to Grantor's east property line;

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

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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.

WITNESS the execution hereof this 23 day of Topic Russell Davis

Pulse Paris

Pulse Paris

Delores Davis

STATE OF UTAH

COUNTY OF WASHINGTON

) ss.

On the 3 day of Orogan, 2000, personally appeared before me

the signer(s) of the foregoing instrument, who duly acknowledged to me that he/she/they executed the same.

NOTARY PUBLIC BRETT W. BROWN 1155 East 350 North St. George, Utah 84770 My Commission Expires June 1, 2004 STATE OF UTAH

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Notary Public