

WHEN RECORDED MAIL TO:

Questar Regulated Services Company
P.O. Box 45360, Right-of-way
Salt Lake City, UT 84145-0360
6099cre.pp; RW01

00673029 BK1569 PG00147-00149

ALAN SPRIGGS, SUMMIT CO RECORDER
2003 SEP 15 10:09 AM FEE \$14.00 BY DMG
REQUEST: QUESTAR REGULATED SERVICES CO

Space above for County Recorder's use

PARCEL I.D.# SS-80-6

**NON EXCLUSIVE
RIGHT-OF-WAY AND EASEMENT GRANT**

UT 21018

CRESTHILL INVESTMENT COMPANY, a Utah Limited Partnership, Grantor, by and through H. CLYDE COON and JUNE W. COON, General Partners, 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 non exclusive right-of-way and easement to lay, maintain, operate, repair, inspect, protect, remove and replace one pipeline, above ground pipeline markers and cathodic test leads (hereinafter collectively called "facilities"), said right-of-way being situated in the County of Summit, State of Utah, and more particularly described as follows, to-wit:

Land of Grantor located in Section 31, Township 1 South, Range 5 East, Salt Lake Base and Meridian;

Beginning at a point on Grantor's North property line, said point North 4555.71 feet and East 738.81 feet from the Southwest corner of said Section 31; running thence Southerly on an arc to the right with a radius of 1092.36 feet for a distance of 489.83 feet (chord bears South 4°41'43" East 485.28 feet); thence South 08°42'00" West 387.08 feet, thence South 80°28'19" East 50.00 feet to the West line of Brown's Canyon Road, thence along said West line North 08°42'00" East 387.80 feet, continuing along said West line Northerly on an arc to the left with a radius of 1142.36 feet for a distance of 496.49 feet (chord bears North 4°17'15" West 492.59 feet) to Grantor's North property line, thence along said North property line West 52.48 feet 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 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; 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, landscaping or similar improvements over and across said right-of-way, so long as said improvements do not damage said facilities. 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.

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

It is hereby understood that any parties securing this grant on behalf of Grantee or Grantor, are without authority to make any representations, covenants or agreements not herein expressed.

IN WITNESS WHEREOF, Grantor has caused its partnership name to be hereunto affixed this 5th day of September, 2003

CRESTHILL INVESTMENT COMPANY

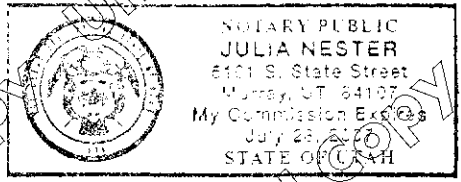
By: H. Clyde Coon
H. Clyde Coon, General Partner

By: June W. Coon
June W. Coon, General Partner

BK1569 PG0148

STATE OF UTAH)
COUNTY OF Salt Lake) ss.

On the 5th day of September, 2003, personally appeared before me H. Clyde Coon & Jane W. Coon, who, being duly sworn, did say that he/she ^{are} is a Partner of Cresthill Investment Company, and that the foregoing instrument was signed on behalf of said partnership by authority of the articles of partnership, and said H. Clyde Coon & Jane W. Coon acknowledged to me that said partnership duly executed the same.



Julia Nester
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.

BK1569 PG0149