

WHEN RECORDED MAIL TO:

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

00673030 BK01569 PG00150-00152

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

Space above for County Recorder's use

PARCEL I.D.# SS-80-6-C

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

UT 21017

DR-J-4DK, LLC, A Utah Limited 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 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 the Grantor located in Section 31, Township 1 South, Range 5 East, Salt Lake Base and Meridian.

Beginning at a point on Grantor's South property line, said point North 4555.71 feet and East 738.81 feet from the Southwest Corner of said Section 31; running thence Northerly on a curve to the left with a radius of 1045.86 feet for a distance of 87.38 feet (chord bears North 20°31'22" West 87.36 feet), thence North 22°54'59" West 315.69 feet, thence North 67°51' East 50.0 feet to the West line of Brown's Canyon Road, thence along West line of Brown's Canyon Road South 22°54'59" East 315.69 feet, thence Southerly on a curve to the right with a radius of 1095.89 feet for a distance of 107.89 feet (chord bears South 20°05'45" East 107.85 feet) to Grantor's South property line, thence along said South property line West 52.48 feet to the point of beginning.

BK1569 PG0150

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(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; 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(s) 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 are without authority to make any representations, covenants or agreements not herein expressed.

WITNESS the execution hereof this 5th day of September, 2003

DR-J-4DK, LLC

By- 

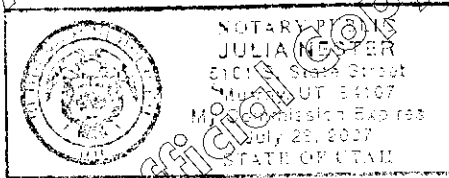
Jay W. Wright, Manager

BK1569 PG0151

STATE OF UTAH)

COUNTY OF Salt Lake) ss.

On the 5th day of September, 2003, personally appeared before me Jay W Wright who, being duly sworn, did say that he/she is a Manager of DRUSHK, LLC 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.



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 PG0152