

10398704

WHEN RECORDED MAIL TO:

Questar Gas Company
P.O. Box 45360, Right-of-way
Salt Lake City, UT 84145-0360
3443emer.ie; RW01

10398704
04/14/2008 09:06 AM \$20.00
Book - 9593 Pg - 8991-8993
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
QUESTAR GAS COMPANY
PO BOX 45360
SLC UT 84145-0360
BY: KLD, DEPUTY - WI 3 P.

Space above for County Recorder's use
PARCEL I.D.# 28-12-101-039

RIGHT-OF-WAY AND EASEMENT GRANT
UT 22749

GARRETT J. EMERY AND ALLISON D. EMERY, "Grantor(s)", 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 (referred to in this Grant as the "Easement") to lay, maintain, operate, repair, inspect, protect, remove and replace pipelines, valves, valve boxes and other gas transmission and distribution facilities (referred to in this Grant collectively as "Facilities") as follows: Ten feet on each side of the centerlines shown on the attached plat, designated Exhibit "A", and by reference made a part of this Grant, which centerlines are within that certain development known as GRANITE OAKS SUBDIVISION AMENDED, in the vicinity of 3630 E. 9330 S., Salt Lake City, Utah, which development is more particularly described as:

Land of the Grantor located in the Northwest Quarter of Section 12, Township 3 South, Range 1 East, Salt Lake Base and Meridian:

Lot 9, Granite Oaks Subdivision Amended, according to the official plat on file with the Salt Lake County Recorder's Office, State of Utah.

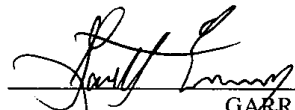
TO HAVE AND TO HOLD the same unto its successors and assigns, so long as Grantee shall require with the right of ingress and egress to and from the Easement to maintain, operate, repair, inspect, protect, remove and replace the Facilities. During temporary periods, Grantee may use such portion of the property along and adjacent to the Easement 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 the surface of the Easement except for the purposes for which this Easement is granted provided such use does not interfere with the Facilities or any other rights granted to Grantee by this Grant.

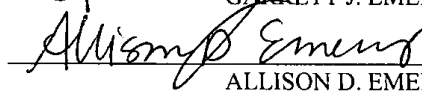
Grantor(s) shall not build or construct, nor permit to be built or constructed, any building or other improvement over or across the Easement, nor change the contour thereof, without written consent of Grantee. This Grant shall be binding upon the successors and assigns of Grantor(s) and may be assigned in whole or in part by Grantee without further consideration.

To the fullest extent permitted by law, Grantor shall release, indemnify, hold harmless, and defend QUESTAR GAS COMPANY and its successors, assigns, corporate parents, affiliates, and subsidiaries (the Indemnified Parties) from and against any and all claims, liabilities, losses, damages, costs, expenses and causes of action (including attorneys' fees) arising out of, or resulting from the existence of any hazardous materials (as defined by federal, state or local laws) on, upon, or into the surface or subsurface of soil, water, or watercourses within or adjacent to the Easement, except to the extent such conditions are caused by QUESTAR GAS COMPANY'S negligence, gross negligence or willful misconduct. Additionally, Grantor releases any and all claims, actions or rights of action (at law or in equity) it has or may have against the Indemnified Parties concerning any hazardous material or environmental conditions.

It is hereby understood that any person(s) securing this Grant on behalf of Grantee are without authority to make any representations, covenants or agreements not expressed in this Grant.

WITNESS the execution hereof this 19 day of Dec, 2007.




GARRETT J. EMERY


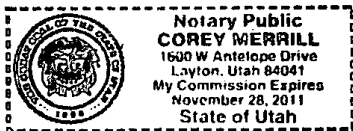
ALLISON D. EMERY

STATE OF UTAH)
) ss.
COUNTY OF DAVIS)

On the 19 day of Dec, 2007, personally appeared before me
Garrett Emery
the signer(s) of the foregoing instrument, who duly acknowledged to me that he/she/they executed the same.



Notary Public



DATE: 12/20/08	PROJECT: IHP MAIN
CONTRACTOR: [REDACTED]	SUBMITTER: [REDACTED]
DESIGNER: [REDACTED]	SCALE: AS SHOWN
CHECKER: [REDACTED]	DATE: 12/20/08
APPROVED: [REDACTED]	DATE: 12/20/08
PROJECT NO.: 08-0000	SHEET NO.: 1 OF 2



SHEET 1 OF 2

PROPOSED PIPE		AS-BUILT PIPE	DRIVEWAY	DRIVEWAY
SIZE	FOOTAGE	TYPE	FOOTAGE	TYPE
4"	1,200'	CP-15R	4"	1,200'
TOTAL FOOTAGE		1,200'	TOTAL FOOTAGE	
TOTAL COST		\$180,000.00	TOTAL COST	

NOTES:
 1. CALL BACK FOR LOCATION OF HAZARDOUS MATERIALS.
 2. VERIFY TO BE SHOWN ABOVE.
 3. VERIFY TO BE SHOWN ABOVE.
 4. VERIFY TO BE SHOWN ABOVE.

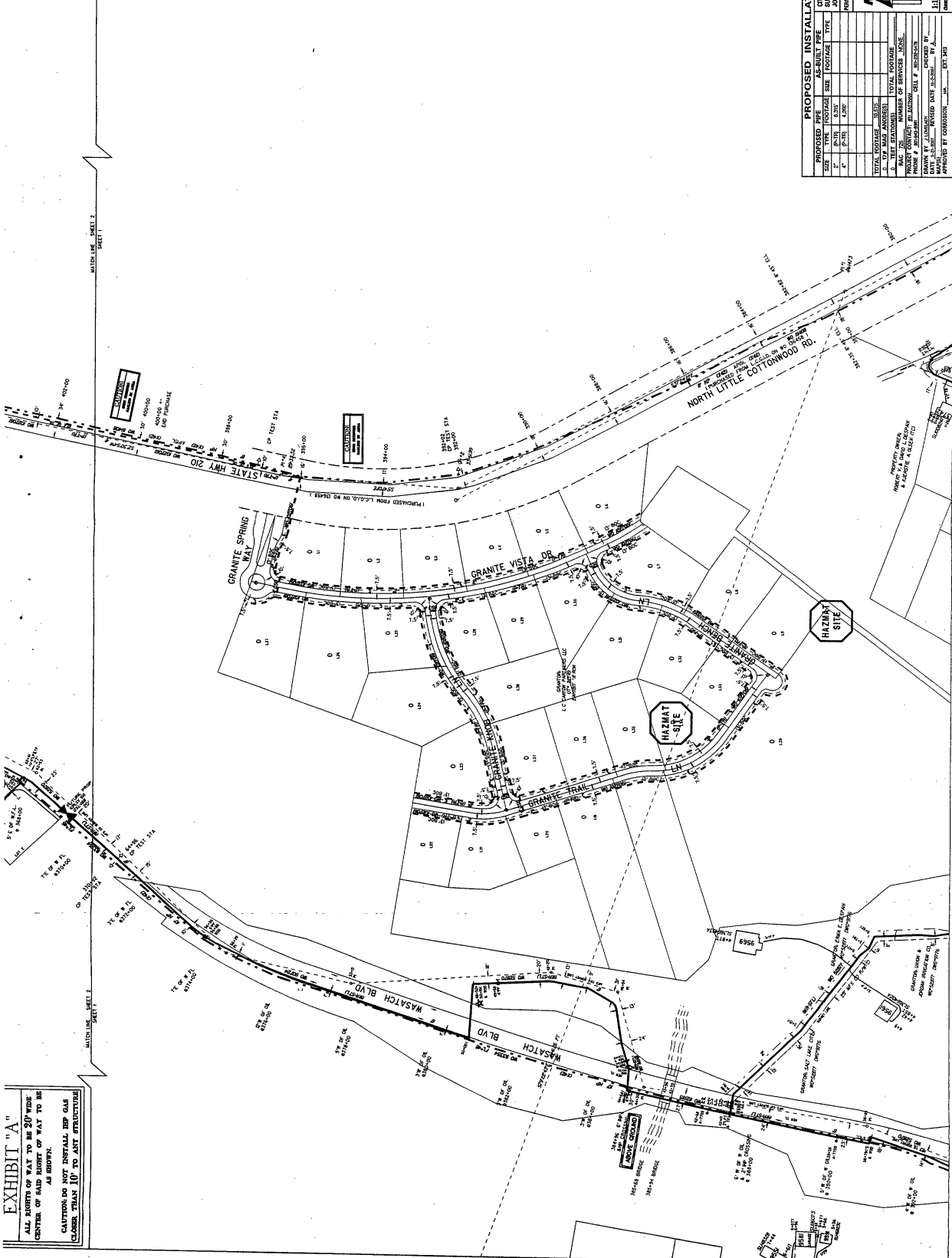


EXHIBIT "A"
 ALL RIGHTS OF WAY TO BE 20' WIDE.
 CENTER OF SAID RIGHT OF WAY TO BE AS SHOWN.
 CAUTION: DO NOT INSTALL IHP GAS CLOSER THAN 10' TO ANY STRUCTURES.