WHEN RECORDED MAIL TO: Questar Regulated Services Company P.O. Box 45360, Right-of-way Salt Lake City, UT 84145-0360 5099pro.cp

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10/29/1999 01:38 PM 12.00
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
QUESTAR GAS COMPANY
PD BOX 45360
SIC UT 84145 0340
SIC UT

NON-EXCLUSIVE RIGHT-OF-WAY AND EASEMENT OF THE PART OF

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Property Reserve, Inc., a corporation of the State of Utah, Grantor, does hereby convey 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, subject to any and all prior existing easements, to lay, maintain, operate, repair, inspect, protect, remove and replace pipelines, valves, valve boxes and other gas transmission and

distribution facilities, all of which are to be underground facilities only, with a minimum of four feet of cover (hereinafter collectively called "facilities"), said right-of-way being situated in the County of Salt Lake, State of Utah, and more particularly described as follows, to-wit:

Land of the Grantor located in Section 23, Township 2 South, Range 2 West, Salt Lake Base and Meridian;

Commencing at the Northeast Corner of said Section 23 and running thence North 89°59'38" West along the North line of said Section 23, 69.18 feet; thence South 0°00'22" West, perpendicular to the last described course, 40.00 feet to a point on the South line of 6200 South Street and the true point of beginning; thence South 44°50'42" East, 28.21 feet; thence North 89°59'42" West, 1,470.05 feet; thence North 0°01'00" West, 20.00 feet to a point on the South line of 6200 South Street; thence South 89°59'38" East, 1,450.16 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, 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. Grantee may use an additional 30 foot wide temporary right of way during initial construction of the facilities. The 30 foot wide temporary right of way is to be located on the South side of the above described permanent easement. The temporary easement shall expire on December 31, 1999. 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 agrees not to build, create, construct or permit to be built, created or constructed, any building, reservoir or other permanent structure over, under, or on the right-of-way granted which would prevent Grantee's access to the pipeline. Grantor reserves the right to use the Lands granted herein for parking, landscaping or building roads, but shall not substantially 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 and the successors and assigns of Grantee, and may be assigned in whole or in part by Grantee.

Grantee shall indemnify and hold harmless Grantor, and its officers, directors, employee, agents, successors and assigns against any and all actions, causes of action, claims and liabilities asserted by third parties which allege injury to or death of persons or damage to property resulting directly from or in any way connected with, Grantee's use of the land described herein, including any means of ingress thereto or egress therefrom, except as caused solely by the negligence of Grantor, or Grantor's Lessee.

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.

affixed this 7° day of 50° , 1999.

IN WITNESS WHEREOF, Grantor has caused its corporate name and seal to be hereunto

Property Reserve, Inc. ATTEST: Wayne G. Facer, President STATE OF UTAH) ss.

On the 13 day of Aptender, 1999 personally appeared before me Wayne D. Jaco , and C. Lugere Granning who, being duly sworn, did say that they are the freeigent and ferretary , respectively, and Accretary, respectively, __, and that the foregoing of Property Leure, Inc. instrument was signed on behalf of said corporation by authority of a resolution of its Board of Directors or its Bylaws, and said wine S. Jane and C. Lugene Framing acknowledged to me that said corporation duly executed the same.



COUNTY OF SALT LAKE

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