

WHEN RECORDED MAIL TO:

Questar Gas Company
P.O. Box 45360, Right-of-way
Salt Lake City, UT 84145-0360
3541pres.lcm; RW01

ENTRY NO. 00844233

05/12/2008 01:24:22 PM B: 1929 P: 0631

Right of Way PAGE 1/2

ALAN SPRIGGS, SUMMIT COUNTY RECORDER

FEE 52.00 BY QPC PROPERTY & RIGHT OF WAY



Space above for County Recorder's use

PARCEL I.D.# PRESRV-OS-1,2,3

PRESRV-3-51 thru 87

RIGHT-OF-WAY AND EASEMENT GRANT

UT 22876

40

THE PRESERVE III, L.L.C.

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 right-of-way and easement to lay, maintain, operate, repair, inspect, protect, remove and replace pipelines, valves, valve boxes and other gas transmission and distribution facilities (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 Sections 31 and 32, Township 1 South, Range 4 East, Salt Lake Base and Meridian.

Those areas designated as private streets, PRESERVE DRIVE, BLUE GROUSE LANE, ~~EAGLE CREST LANE, RAVEN WAY, QUAIL RIDGE LANE,~~ MOUNTAIN BLUEBIRD LANE, NORTH RED HAWK TRAIL, RED HAWK TRAIL as shown within THE PRESERVE PHASE 3 SUBDIVISION according to the official plat as recorded in the office of the county recorder for Summit County, State of Utah.

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 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. 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.

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.

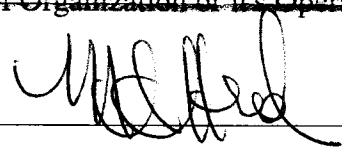
WITNESS the execution hereof this 14 day of MARCH, 2008.

THE PRESERVE III, L.L.C.

By-  _____
KIRKPATRICK MACDONALD, Manager

STATE OF Utah)
) ss.
COUNTY OF Wasatch)

On the 14 day of March, 2008, personally appeared before me Kirkpatrick Macdonald who, being duly sworn, did say that he/she is a Manager of The Preserve III LLC, and that the foregoing instrument was signed on behalf of said company by authority of its ~~Articles of Organization or its Operating Agreement~~.

 _____
Notary Public

