

WHEN RECORDED MAIL TO:

Questar Regulated Services Company  
P.O. Box 45360, Right-of-way  
Salt Lake City, UT 84145-0360  
2509elkr.lc; RW01

ENT 79084:2004 PG 1 of 2  
RANDALL A. COVINGTON  
UTAH COUNTY RECORDER  
2004 Jul 09 3:52 pm FEE 12.00 BY JRD  
RECORDED FOR QUESTAR

*Space above for County Recorder's use*

## RIGHT-OF-WAY AND EASEMENT GRANT

UT 21355

ELK RIDGE RANCH LLC, A Nevada 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 20.00 feet in width 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") through and across the following-described land and premises situated in the County of Utah, State of Utah, to-wit:

Land of the Grantor located in Section 22, Township 9 South, Range 2 East, Salt Lake Base and Meridian;

the centerline of said right-of-way and easement shall extend through and across the above-described land and premises as follows, to-wit:

Beginning at a point North 1,796.95 feet and West 2,090.03 feet from the Southeast Corner of said Section 22; running thence North 80°26'48" West 62.43 feet; thence South 79°07'14" West 217.74 feet.

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(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. 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.

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.

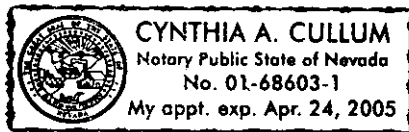
WITNESS the execution hereof this 1 day of July, 2004

ELK RIDGE RANCH, LLC

By- [Signature]  
Dan K. Shaw, Manager

STATE OF <sup>Nevada</sup> ~~UTAH~~ )  
 ) ss.  
COUNTY OF Clark )

On the ~~2<sup>nd</sup>~~ day of JULY, 2004, personally appeared before me Dan Shaw who, being duly sworn, did say that he/she is a Manager of Elk Ridge Ranch, 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.



[Signature]  
Notary Public