WWEN RECORDED MAIL TO: Questar Regulated Services Company P.O. Box 45360, Right-of-way Salt Lake City, UT 84145-0360 2508jord.lc; RW01

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ENT 84789:2004 PG 1 of 2 1: RANDALL A. COVINGTON UTAH COUNTY RECORDER 2004 Jul 26 2:49 pm FEE 13.00 BY SDM RECORDED FOR QUESTAR

Space above for County Recorder's use

## RIGHT-OF-WAY AND EASEMENT GRANT

UT 21356

CHRYSALIS CO., A Utah Limited partnership and JOEL KESTER, Trustee of the ALANE AND JOEL KESTER FAMILY TRUST

"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 13, Township 5 South, Range 1 West, 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 which is South 00°08'52" East along the Section line and its line extended 3,036.10 feet and West 1,812.55 feet from the Northeast corner of said Section 13; running thence South 01°35'39" West 725.48 feet; thence South 87°58'50" West 258.88 feet; thence South 03°06'38" West 167.32 feet; thence South 89°59'25" West 70.43 feet; thence North 89°53'26" West 99.99 feet; thence North 89°57'34" West 813.87 feet; thence South 00°02'26" West 155.83 feet to the point of Terminus.

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 4 day of , 2004.

JOEL KESTER, Trustee of the ALANE AND JOEL KESTER FAMILY TRUST

Joel Kester, Trustee

CHRYSALIS CO. a Utah limited partnership

By- Joel Kester, Presiden

STATE OF UTAH

COUNTY OF SALT LAKE

Notary Public

Page 2 of 2 Pages