

RETURNE  
SEP - 9 2004

When Recorded Mail To:  
Questar Regulated Services Company  
P.O. Box 45360, Right of Way  
Salt Lake City, Utah 84145-0360  
1477ande.cp; RW01

12/2  
E 2016298 B 3620 P 618  
RICHARD T. MAUGHAN, DAVIS CNTY RECORDER  
2004 SEP 9 11:09 AM FEE 12.00 DEP MEC  
REC'D FOR QUESTAR REGULATED SERVICES CO

S 1/2 36-4N-1W

*See space above for the county recorders use  
Parcel ID #'s 11-120-0003 and Beginning  
11-120-0012*

## RIGHT-OF-WAY AND EASEMENT AGREEMENT GRANT

Samuel G. Raymond, Inc., a corporation of the State of Utah, 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 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 Davis, State of Utah, and more particular described as follows, to-wit:

Beginning North 89 degrees 58 minutes 50 seconds East 9.1 Feet and North 25 degrees 55 minutes West 338.2 feet from the South 1/4 corner of section 36, Township 4 North, Range 1 West, Salt Lake Base and Meridian; And running thence North 73degrees 13 minutes East 416.8 feet, thence North 8 degrees 45 minutes West 207.82 feet, thence South 74 degrees 4 minutes 30 seconds West 40.3 feet, thence South 12 degrees 36 minutes East 186.5 feet, thence South 73 degrees 13 minutes West parallel to and 20 feet distance from the southerly line of the said right-of-way 395.7 feet, thence South 25 degrees 55 Minutes East 20.24 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 the 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 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 the Grantee hereunder.

Grantor shall not build or construct, nor permit to be built or constructed, any building or other improvements over or across said right-of-way, nor change the contour thereof, without the written consent of the Grantee; provided, however, that nothing contained herein shall prohibit the Grantor from building or constructing, or permitting to be built or constructed curb and gutter, sidewalks, pavement, landscaping or similar improvements over and across the right-of-way, so long as said improvements do not damage said facilities, and provided that Grantee is granted acceptable access to the West end of this right-of-way. This right-of-way shall be binding upon and inure to the benefit of the successors and assigns of the Grantor and the successors and assigns of the Grantee, and may be assigned in whole or in part by the Grantee.

Grantee, following the installation or maintenance, of the facilities, shall restore the surface of the right-of-way and easement, and any improvements, to, as near practicable, the condition of the surface, prior to said installation or maintenance.

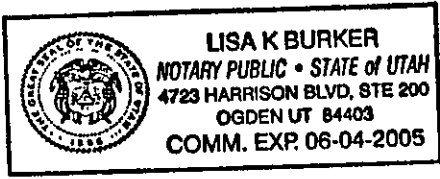
It is hereby understood that any parties securing this grant on behalf of the Grantee are without authority to make any representations, covenants or agreements not herein expressed.

IN WITNESS WHEREOF, Grantor has caused its corporate name and seal to be hereunto affixed this 9 day of Sept 2004

Samuel G Raymond, Inc  
By Farrel G. Raymond  
Farrel G Raymond, President

STATE OF UTAH )  
 ) SS.  
COUNTY OF DAVIS )

On this 9<sup>th</sup> day of September, 2004 personally appeared before me Farrel G. Raymond, who, being duly sworn, did say that he is the President of Samuel G. Raymond, Inc., and that the foregoing instrument has been signed on behalf of said corporation, by authority of a resolution of its Board of Directors or its Bylaws, and said Farrel G. Raymond acknowledged before me that said corporation duly executed the same.



Lisa K. Burkner  
Notary Republic