

WHEN RECORDED MAIL TO:

Questar Regulated Services Company
 P.O. Box 45360, Right-of-way
 Salt Lake City, UT 84145-0360
 1929euro.cp; RW01
 revised 11/27/02

E 192241 B 805 P 306
 Date 9-DEC-2002 4:21pm
 Fee: 18.00 Check
 CALLEEN PESHELL, Recorder
 Filed By KHL
 For QUESTAR GAS CO
 TOOELE COUNTY CORPORATION

Space above for County Recorder's use
 PARCEL I.D.# 14-32-103

RIGHT-OF-WAY AND EASEMENT AGREEMENT

UT 20696

EUROPARTNERS, INC.

a corporation of the State of Texas, 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 Tooele, State of Utah, and more particularly described as follows, to-wit:

Land of the Grantor located in Section 25, Township 3 South, Range 5 West, Salt Lake Base and Meridian;

Said easement and right-of-way shall extend through and across Grantor's land, the perimeter of said easement is described as follows, to-wit:

Beginning at a point on the Easterly Right-of-Way line of Industrial Loop Road (a future road), which point lies North 00°08'51" West along the East line of the Northeast Quarter of Section 25, Township 3 South, Range 4 West, Salt Lake Base and Meridian 647.47 feet and South 89°51'09" West 1530.85 feet from the East Quarter corner of said Section 25; and running thence South 01°23'28" West, a distance of 118.68 feet to the point of curve of a non tangent curve to the left, of which the radius point lies South 69°30'08" East, a radial distance of 1,950.50 feet and having a chord bearing of South 14°54'18" West, 380.19 feet; thence southerly along the arc, through a central angle of 11°11'09", a distance of 380.80 feet; thence South 08°22'51" East, a distance of 26.88 feet; thence South 60°40'31" East, a distance of 648.27 feet; thence South 29°28'08" West, a distance of 20.00 feet; thence North 60°40'31" West, a distance of 99.97 feet; thence South 29°31'01" West, a distance of 337.54 feet; thence South 05°44'05" East, a distance of 2.27 feet; thence South 60°30'00" East, a distance of 48.69 feet; thence South 29°28'19" West, a

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distance of 16.00 feet; thence North 60°30'00" West, a distance of 37.40 feet; thence South 05°44'05" East, a distance of 59.36 feet; thence South 60°30'00" East, a distance of 112.24 feet; thence South 29°30'00" West, a distance of 16.00 feet; thence North 60°30'00" West, a distance of 120.52 feet; thence North 05°44'05" West, a distance of 94.59 feet; thence North 29°31'01" East, a distance of 342.57 feet; thence North 60°40'31" West, a distance of 115.62 feet; thence South 29°20'54" West, a distance of 99.25 feet; thence North 60°39'06" West, a distance of 20.00 feet; thence North 29°20'54" East, a distance of 99.24 feet; thence North 60°40'31" West, a distance of 388.92 feet; thence North 40°50'59" West, a distance of 24.34 feet; thence North 08°22'51" West, a distance of 32.50 feet to the point of curve of a non tangent curve to the right, of which the radius point lies South 80°42'08" East, a radial distance of 1,970.50 feet and having a chord bearing of North 14°50'56" East, 381.22 feet; thence northerly along the arc, through a central angle of 11°06'07", a distance of 381.81 feet; thence North 01°23'28" East, a distance of 64.68 feet to said Easterly Right-of-Way line and point of curve of a non tangent curve to the right, of which the radius point lies South 67°50'33" East, a radial distance of 1,992.50 feet and having a chord bearing of North 22°56'26" East, 54.45 feet; thence northeasterly along said Easterly Right-of-Way line and arc, through a central angle of 01°33'57", a distance of 54.45 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. 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.

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 as practicable, the condition of the surface, prior to said installation or maintenance.

Grantee shall indemnify and hold Grantor, its members, employees and officers harmless from any and all claims, damages or liability arising from the exercise of Grantee's rights and privileges of the easement herein granted, except as a result of Grantor's or third party's (unrelated to Grantee) negligence.

Grantee agrees that in the event that it becomes necessary to relocate the facilities and

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easement, at Grantor's request, to facilitate further development of the property, that said facilities and easement shall be relocated, to a mutually acceptable location, at Grantor's sole cost and expense. Grantor shall acquire for or provide to Grantee, a new right-of-way and easement, in acceptable form, to facilitate the relocation, and Grantee shall release any abandoned easements, by Quitclaim Deed, to Grantor.

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.

IN WITNESS WHEREOF, Grantor has caused its corporate name and seal to be hereunto affixed this 2nd day of December, 2002.

QUESTAR GAS COMPANY

EUROPARTNERS, INC.

By:

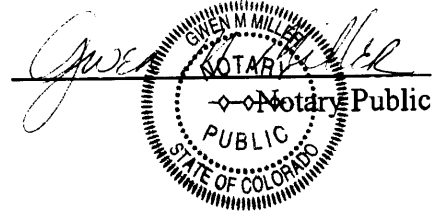
[Signature]
Attorney-in-Fact

By:

[Signature]
James E. Sorenson, President

STATE OF Colorado)
) ss.
COUNTY OF Denver)

On the 2 day of December, 2002 personally appeared before me James E. Sorenson, who, being duly sworn, did say that he/she is the President of EUROPARTNERS, INC., and that the foregoing instrument was signed on behalf of said corporation by authority of a resolution of its Board of Directors or its Bylaws, and said James E. Sorenson acknowledged to me that said corporation duly executed the same.

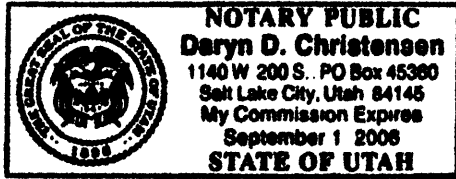


MY COMMISSION EXPIRES
January 19, 2003

POOR COPY
TOOELE COUNTY RECORDER
Calleen B. Peshell

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On the 3rd day of December, 2007, personally appeared before me Richard A. Hellstrom, who, being duly sworn, did say that he is Attorney-In-Fact for QUESTAR GAS COMPANY, and that the foregoing instrument was signed on behalf of said corporation by authority of a resolution of its Board of Directors, an official certification of which is recorded as Entry #133263, at Book 575, Page 335, in the Office of the Tooele County Recorder.



Daryn D. Christensen
Notary Public