

WHEN RECORDED MAIL TO:
Questar Regulated Services Company
P.O. Box 45360, Right-of-way
Salt Lake City, UT 84145-0360

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2290.lp

RIGHT-OF-WAY AND EASEMENT GRANT

UT 408

ENT 62455 BK 4678 PG 657
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
1990 Jun 23 12:22 pm FEE 12.00 BY SS
RECORDED FOR QUESTAR REGULATED SERVICES

RIVERBIRCH ASSOCIATES, 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 Utah, State of Utah, and more particularly described as follows, to-wit:

Land of the Grantor located in Sections 18 and 19, Township 5 South, Range 2 East, SLB&M.

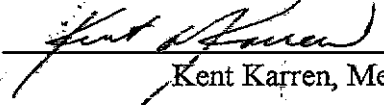
Beginning at a point which is North 89°32'54" East along the Section line 1305.486 feet and North 79.82 feet from the Northwest corner of Section 19, Township 5 South, Range 2 East, Salt Lake Base and Meridian; thence South 89°37'57" East 54.25 feet; thence South 56°03'46" East 179.43 feet; thence South 36.16 feet; thence North 56°03'46" West 244.82 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. 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.

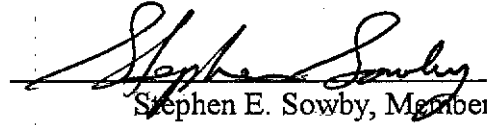
Grantor(s) shall not build or construct, nor permit to be built or constructed, any building or other improvement over or across said right-of-way, nor change the contour thereof, without written consent of Grantee. This right-of-way shall be binding upon and inure to the benefit of the successors and 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.

19 98 WITNESS the execution hereof this 5 day of June



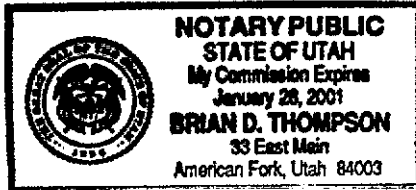
 Kent Karren, Member

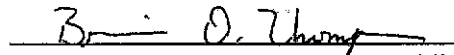


 Stephen E. Sowby, Member

STATE OF UTAH)
) ss.
 COUNTY OF UTAH)

On the 5th day of June, 19 98, personally appeared before me Stephen Sowby who, being duly sworn, did say that they are Members of Adventure Associates, L.P., 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.





 Notary Public