10

WHEN RECORDED MAIL TO: Questar Regulated Services Company P.O. Box 45360, Right-of-way Salt Lake City, UT 84145-0360 1776beck.pp; RW01

MAY 1 5 2002

E 1753354 B 3044 P 42 SHERYL L. WHITE, DAVIS CNTY RECORDER 2002 MAY 15 7:47 AM FEE 12.00 DEP KM REC'D FOR QPC PROPERTY & R/W

Space above for County Recorder's use PARCEL I.D.# 06-088-0063 p.C.

ext 635 Kypark Industrial Park

RIGHT-OF-WAY AND EASEMENT GRANT

UT 20474

THE DONALD S. BECKSTRAND FAMILY LIMITED PARTNERSHIP

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") through and across the following-described land and premises situated in the County of Davis, State of Utah, to-wit:

Land of the Grantor located in Section 35, Township 2 North, 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 North 89°43'31" East 30.00 feet from the northwest corner of Lot 63, SKYPARK INDUSTRIAL PARK, said point being on the north line of said Lot; thence North 89°43'41" East 20.00 feet; thence South 0°16'29" East 120.00 feet, to the south line of said Lot; thence South 89°43'41" West 20.00 feet; thence North 0°16'29" West 79.00 feet; thence South 89°43'41" West 30.00 feet; thence North 0°16'29" West 20.00 feet; thence North 89°43'41" East 30.00 feet; thence North 0°16'29" West 21.00 feet, more or less, 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.

WITNESS the execution hereof this 200 day of 200, 200.

The Donald S. Beckstrand
Family Limited Partnership

General Partner

STATE OF UTAH) ss. COUNTY OF SALT LAKE)

On the 33 day of April , 2002, personally appeared before me Donald S Beckstrand

the signer(s) of the foregoing instrument, who duly acknowledged to me that he/she/they

executed the same

NOTARY PUBLIC
Barbara B. Greaves
3800 So. Main
Salt Lake City. Utah 84107
My Commission Expires
January 19, 2005
STATE OF UTAH

BayaraB Seam Notary Public