

WHEN RECORDED MAIL TO:

Questar Regulated Services Company
P.O. Box 45360, Right-of-way
Salt Lake City, UT 84145-0360
2163macd.lcm; RW01
revised 7/21/03

00668325 Bk01559 Pg00896-00897

ALAN SPRIGGS, SUMMIT CO RECORDER
2003 AUG 07 14:42 PM FEE \$29.00 BY DMG
REQUEST: QUESTAR REGULATED SERVICES COMP

Space above for County Recorder's use

PARCEL I.D.# RHWK-B-241 thru 246,
RHWK-B-249, 251 thru 257,
RHWK-C-300-AM and
RHWK-C-358 thru 360-AM

RIGHT-OF-WAY AND EASEMENT GRANT

UT 21006

MACDONALD UTAH HOLDINGS, LLC

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 non-exclusive 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 Summit, State of Utah, and more particularly described as follows, to-wit:

Land of the Grantor located in Sections 8 and 9, Township 1 South, Range 4 East, Salt Lake Base and Meridian.

Those areas designated as "100' Wide Private Right-of-Way and Public Utility Easement" as shown within Lots 241 thru 246, 249 and 251 thru 257, RED HAWK RANCH Plat "B" and Lots 300 and 358 thru 360, First Amended Plat RED HAWK RANCH Plat "C", according to the official plats as recorded in the office of the county recorder for Summit County, State of Utah.

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 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 the Easement, nor change the contour thereof, without written consent of Grantee; provided, however, nothing herein shall prohibit Grantor from building or constructing, or permitting to be built or constructed curb and gutter, sidewalks, pavement, landscaping or similar improvements over and across said right-of-way, Provided, however, no building or other improvement shall be built or constructed over or across said easement which would interfere with Questar Gas Company's (QGC) maintenance obligations under the Natural Gas Pipeline Safety Act, 49 U.S.C. Sec. 1671 et seq., as amended, without written consent of QGC. Other utilities may be located within such easement provided their lines and facilities are located no closer than 36 inches from the outside diameter of QGC's pipelines and provided such other utilities agree to comply with the Damages to Underground Utility Facilities Act, Utah Code Ann. Sec. 54-8a-1, et seq., as it may be amended.

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.

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.

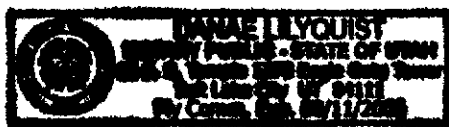
WITNESS the execution hereof this 23rd day of July, 2003.

MACDONALD UTAH HOLDINGS, LLC

By- 
Kirkpatrick MacDonald, Manager

STATE OF Utah)
) ss.
COUNTY OF Salt Lake)

On the 23rd day of July, 2003, personally appeared before me Kirkpatrick MacDonald who, being duly sworn, did say that he/she is a Manager of MACDONALD UTAH HOLDINGS, LLC, 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.



Danae Lilyquist
Notary Public