

10035806

WHEN RECORDED MAIL TO:
Questar Gas Company
P.O. Box 45360, Right-of-way
Salt Lake City, UT 84145-0360
3210trip.le; RW01

10035806
03/16/2007 11:15 AM \$18.00
Book - 9436 Pg - 389-393
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
QUESTAR GAS COMPANY
PO BOX 45360
SLC UT 84145-0360
BY: KLD, DEPUTY - WI 5 P.

Space above for County Recorder's use
PARCEL I.D.# 14-25-102-001

RIGHT-OF-WAY AND EASEMENT GRANT
UT 22371

TRIPLE S INVESTMENT CO., L.L.C., A Utah Limited Liability Company, **SCS CLOCKTOWER, LLC**, a Utah limited liability company, and **CPLC PROPERTIES, LLC**, a Utah limited liability company, as the fee owners and Lessors of the real property described herein below and **LIBERTY COMMONS ASSOCIATES, L.C.**, a Utah limited liability company, as the Lessee, all of the foregoing parties collectively referred to as "Grantor", and in order to obtain natural gas service to the "Permanent Improvements" defined herein below, do 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 (referred to in this Grant as the "Easement") to lay, maintain, operate, repair, inspect, protect, remove and replace pipelines, valves, valve boxes and other gas transmission and distribution facilities (referred to in this Grant collectively as "Facilities") as follows: Ten feet on each side of the centerlines shown on the attached plat, designated Exhibit "A", and by reference made a part of this Grant, which centerlines are within that certain development known as **LIBERTY COMMONS APARTMENTS**, in the vicinity of 2800 South 5495 West, which development is more particularly described as:

Land of Grantor located in the Northwest Quarter of Section 25, Township 1 South, Range 2 West, Salt Lake Base and Meridian, to wit:

Lot 4 of Highbury Commons at Lake Park Subdivision; according to the official plat on file with the county recorder for Salt Lake County, State of Utah.

TO HAVE AND TO HOLD the same unto its successors and assigns, so long as Grantee shall require with the right of reasonable ingress and egress to and from the Easement to maintain, operate, repair, inspect, protect, remove and replace the Facilities. During temporary periods,


Grantee may use such portion of the property along and adjacent to the Easement as may be reasonably necessary in connection with construction, maintenance, repair, removal or replacement of the Facilities. Grantee, following the installation or maintenance, of the Facilities, shall restore the surface of the right-of-way and easement, and any Permitted Improvements, to, as near as practicable, the condition of the surface and the Permitted Improvements, prior to said installation or maintenance. Grantee shall also repair any damage to: (i) Permanent Improvements located outside of the Easement; or (ii) Permanent Improvements located within the Easement with the consent of Grantee, which is caused by the activities of Grantee as provided in this Easement. Grantor(s) retains the right to use the surface of the Easement, including the installation of "Permitted Improvements" (as defined below), except for the purposes for which this Easement is granted provided such use does not unreasonably interfere with the Facilities or any other rights granted to Grantee by this Grant and said Permitted Improvements do not damage said Facilities. The "Permitted Improvements" (which are deemed not to interfere with the Facilities) shall include asphalt and concrete driveways and walkways, curbs, gutters, landscaping, landscape water systems, parking areas (including covered parking), exterior lighting systems, and directional signs.

Grantor(s) shall not build or construct, nor permit to be built or constructed, any building or other improvement (other than the Permitted Improvements) over or across the Easement, nor change the contour thereof, without written consent of Grantee. Grantee(s) shall not build or construct, nor permit to be built or constructed, any of the Facilities within ten (10) feet of any permanent building or structure, existing or proposed as shown on Exhibit "A", (herein the "Permanent Improvements"), without the prior written consent of Grantor. This Grant shall be binding upon the successors and assigns of Grantor(s) and may be assigned in whole or in part by Grantee without further consideration.

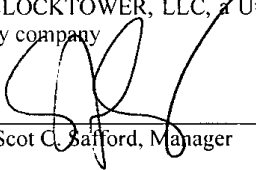
It is hereby understood that any person(s) securing this Grant on behalf of Grantee are without authority to make any representations, covenants or agreements not expressed in this Grant.

WITNESS the execution hereof this 9th day of MARCH, 2007.

TRIPLE S INVESTMENT CO., L.L.C., a
Utah limited liability company

By: 
Boyd Anderson, Manager

SCS CLOCKTOWER, LLC, a Utah limited
liability company

By: 
Scot C. Safford, Manager

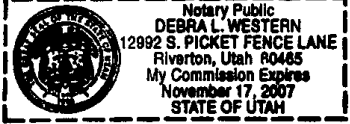
CPLC PROPERTIES, LLC, a Utah limited liability company

By its Manager, Cowboy Partners, L.C., a Utah limited liability company

By: *Mark R. Cornelius*
Mark R. Cornelius, Vice President

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

On the 9th day of March, 2007, personally appeared before me Boyd Anderson who, being duly sworn, did say that he/she is a Manager of Triple S Investments Co., L.L.C., a Utah limited liability company, 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.

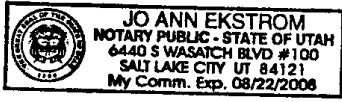


Debra L. West
Notary Public

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

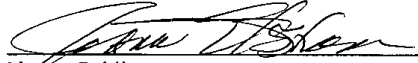
On the 9th day of March, 2007, personally appeared before me Scot C. Safford who, being duly sworn, did say that he/she is a Manager of SCS Clocktower, LLC, a Utah limited liability company, and that the foregoing instrument was signed on behalf of said company by authority of it's Articles of Organization or it's Operating Agreement.

Scot C. Safford
Notary Public



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

On the 9th day of March, 2007, personally appeared before me Mark R. Cornelius who, being duly sworn, did say that he/she is the Vice President of Cowboy Partners, L.C., a Utah limited liability company, the Manager of CPLC Properties, LLC, a Utah limited liability company, 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

