

WHEN RECORDED MAIL TO:

Questar Gas Company
P.O. Box 45360, Right-of-way
Salt Lake City, UT 84145-0360



W2331946

EH 2331946 PG 1 OF 2
ERNEST D ROWLEY, WEBER COUNTY RECORDER
01-APR-08 309 PM FEE \$12.00 DEP SPY
REC FOR: GARY KIRK TANNER

Space above for County Recorder's Use
PARCEL I.D. # 07-067-0026 ✓

RIGHT-OF-WAY AND EASEMENT GRANT

KARA MANOR APARTMENTS 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 20 feet in width 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") used to provide natural gas service to Grantor's development known as Kara Manor Apartments, said right-of-way being situated in the County of Weber, State of Utah, and more particularly described as follows, to-wit:

A part of the Northwest Quarter of the Northwest Quarter of Section 17 Township 5 North, Range 1 West, Salt Lake Base & Meridian, U.S. Survey: A 20 foot right of way described as follows:

BEGINNING at a point on the North line of 5000 South Street East (South 89° 34' East) 481.00 feet and North (North 0° 22' East) 33.00 feet from the Southwest corner of the Northwest Quarter of the Northwest Quarter of said Section 17 running thence North (North 0° 22' East) 249.00 feet; thence East (South 89° 34' East) 66.00 feet; thence North (North 0° 22' East) 185.00 feet; thence West (North 89° 34' West) 20.00 feet; thence South (South 0° 22' West) 107.85 feet; thence West (North 89° 34' West) 20.00 feet; thence North (North 0° 22' East) 184.98 feet; thence West (North 89° 31' West) 64.00 feet; thence North (North 0° 22' East) 20.00 feet; thence East (South 89° 31' East) 64.00 feet; thence North (North 0° 22' East) 64.89 feet to the South line of 4900 South Street; thence East along said South line (South 89° 31' East) 20.00 feet; thence South (South 0° 22' West) 141.97 feet; thence East (South 89° 31' East) 40.00 feet; thence South (South 0° 22' West) 225.00 feet; thence West (North 89° 34' West) 66.00 feet; thence South (South 0° 22' West) 45.00 feet; thence East (South 89° 34' East) 157.00 feet; thence South (South 0° 22' West) 20.00 feet; thence West (North 89° 34' West) 157.00 feet; thence South (South 0° 22' West) 164.00 feet; thence to the North line of 5000 South Street West (North 89° 34' West) along said North line 20.00 feet to the point of beginning.

To the extent that the foregoing description encroaches upon any existing building, the area of such encroachment, if any, shall be excluded from the non-exclusive easement and right-of-way.

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

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the facilities, provided, that Grantee shall be obligated to restore the property and improvements, as near as practical to their condition in keeping with industry standards prior to such construction, maintenance, repair, removal or replacement. Grantor shall have the right to use said premises and all improvements located thereon except for the purposes for which this non-exclusive 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.

Except as may currently exist as of the date hereof, 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, provided however, that nothing contained herein shall prohibit Grantor from building or constructing or maintaining curb and gutter, sidewalks, pavement and landscaping over and across said right-of-way so long as said improvements do not damage said facilities. This non-exclusive 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.

IN WITNESS WHEREOF, Grantor has caused its corporate name and seal to be hereunto affixed this 31 day of March, 2008.

KARA MANOR APARTMENTS LLC

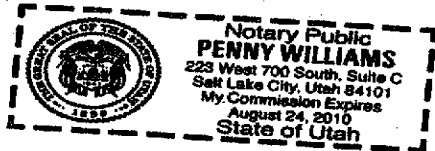
By: Kara Manor Associates LLC
Its: Manager

By: Western Region Nonprofit Housing Corporation
Its: Manager

By: Marion A. Willey
Marion A. Willey, President

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

On the 31 day of March 2008, personally appeared before me Marion A. Willey, who being duly sworn, did say that he is the President of Western Region Nonprofit Housing Corporation, 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 Marion A. Willey acknowledged to me that said corporation duly executed the same.



Marion A. Willey
Notary Public