

WHEN RECORDED MAIL TO:

Questar Regulated Services Company
P.O. Box 45360, Right-of-way
Salt Lake City, UT 84145-0360
1908pivo.lem; RW01

00645924 Sk01506 Pg01640-01641

ALAN SPRIGGS, SUMMIT CO RECORDER
2003 JAN 27 11:11 AM FEE \$116.00 BY DMG
REQUEST: QUESTAR REGULATED SERVICES CO

Space above for County Recorder's use

PARCEL I.D.#

RIGHT-OF-WAY AND EASEMENT GRANT

UT 20653

PIVOTAL PROMONTORY DEVELOPMENT, L.L.C.

, a Nebraska 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 Section 1 and 12, Township 1 South, Range 4 East, Salt Lake Base and Meridian.

Those areas designated as Private Roads (Ranch Garden Road, Marmot Circle, Sunrise Loop and Rockport Ridge Road), as shown within DEER CROSSING Subdivision, according to the official plat 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 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 permitting to be built or constructed curb and gutter, sidewalks, pavement, landscaping or similar improvements over and across said right-of-way, so long as said improvements do not damage said facilities. 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.

Grantee, following the installation or maintenance, of the facilities, shall restore the surface of the right-of-way and easement, and any improvements, to, as near as practicable, the condition of the surface, prior to said installation or maintenance.

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 13th day of January, 2003.

Pivotal Promontory Development, L.L.C.

By: Pivotal Group X, LLC.,
an Arizona limited liability company
Its: Administrative Member

By: F. Francis Najafi, Trustee
of the F. Francis Najafi Family Trust
Its: Administrative Member

By:  F. Francis Najafi, Trustee

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

On the 13th day of January, 2003, personally appeared before me
F. Francis Najafi who, being duly sworn, did say that he/she is
Trustee of the F. Francis Najafi Trust, Administrative Member of Pivotal Group X, LLC,
Administrative Member of Pivotal Promontory Development, L.L.C., 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 Michaelene Cornish

