

WHEN RECORDED MAIL TO:

Questar Gas Company
P.O. Box 45360, Right-of-way
Salt Lake City, UT 84145-0360
320ljord.lp; RW01

9891452
10/30/2006 11:02 AM \$12.00
Book - 9372 Pg - 6225-6226
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
QUESTAR GAS COMPANY
PO BOX 45360
SLC UT 84145-0360
BY: KJE, DEPUTY - WI 2 P.

Space above for County Recorder's use

PARCEL I.D.# 20-33-251-009 and 010,
20-33-227-005 thru 009,
20-33-201-001 and 002
20-33-202-001 and 002
20-33-203-001 and 002
20-33-253-001 thru 005
20-33-254-001 and 002
20-33-252-006 and 007

RIGHT-OF-WAY AND EASEMENT GRANT

UT 22365

JORDAN HILLS VILLAGES, 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 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 Salt Lake, State of Utah, and more particularly described as follows, to-wit:

Land of the Grantor located in Section 33, Township 2 South, Range 2 West, Salt Lake Base and Meridian.

Those areas designated as "Landscape Easement" as shown within Lots 1007 thru 1027, inclusive, THE SYCAMORES AT JORDAN HILLS Phase 10 Subdivision, according to the official plat as recorded in the office of the county recorder for Salt Lake 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.

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 2nd day of October, 2006.

JORDAN HILLS VILLAGES, LLC

By: 

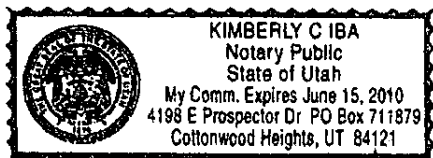
Terry C. Diehl, Manager

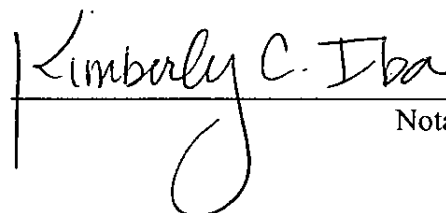
STATE OF UTAH)

) ss.

COUNTY OF SALT LAKE)

On the 2nd day of October, 2006, personally appeared before me Terry C. Diehl who, being duly sworn, did say that he/she is a Manager of Jordan Hills Villages, 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.




Notary Public