

WHEN RECORDED MAIL TO:

Questar Gas Company  
P.O. Box 45360, Right-of-way  
Salt Lake City, UT 84145-0360  
3201gord.cp; RW01

9891453

10/30/2006 11:02 AM \$12.00

Book - 9372 Pg - 6227-6228

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.# 20-33-251-011 thru 016

**RIGHT-OF-WAY AND EASEMENT GRANT**

UT 22365

GORDON MILAR CONSTRUCTION, INC.

a corporation of the State of Utah, 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 1001 thru 1006, 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.

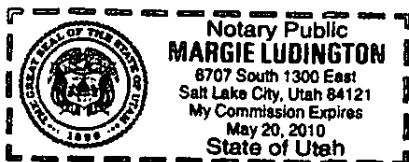
IN WITNESS WHEREOF, Grantor has caused its corporate name and seal to be hereunto affixed this 18 day of Oct., 2006.

Gordon Milar Construction, Inc.

By: *Gordon Milar*  
Gordon Milar, President

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

On the 18<sup>th</sup> day of Oct., 2006 personally appeared before me *Gordon Milar*, who, being duly sworn, did say that he is the President of GORDON MILAR CONSTRUCTION, INC., 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 *Gordon Milar* acknowledged to me that said corporation duly executed the same.



*Margie Ludington*  
Notary Public