

WHEN RECORDED MAIL TO:

Questar Gas Company  
 P.O. Box 45360, Right-of-way  
 Salt Lake City, UT 84145-0360  
 3234blac.le; RW01

9937038

12/12/2006 01:19 PM \$18.00  
 Book - 9393 Pg - 2276-2279  
**GARY W. OTT**  
 RECORDER, SALT LAKE COUNTY, UTAH  
 QUESTAR GAS COMPANY  
 PO BOX 45360  
 SLC UT 84145-0360  
 BY: ZJM, DEPUTY - MI 4 P.

*Space above for County Recorder's use*  
 PARCEL I.D.# 27-12-402-024  
 through 27-12-402-026

**RIGHT-OF-WAY AND EASEMENT GRANT**  
 UT 22407

BLACKACRE PROPERTIES, L.L.C., 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 (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 Marriott Residence Inn, in the vicinity of 9950 South 240 West, Sandy, Utah, which development is more particularly described as:

Land of Grantor located in the Southeast Quarter of Section 12, Township 3 South, Range 1 West, Salt Lake Base and Meridian;

Beginning at a point North 89°40'00" East 92.57 feet and South 0°08'34" East 1299.99 feet and South 89°56'30" West 2245.45 feet and North 0°03'30" West 53.00 feet and South 89°56'30" West 172.16 feet and North 02°40'49" West 306.48 feet from the East Quarter Corner of Section 12, Township 3 South, Range 1 West, Salt Lake Base and Meridian; thence Northwesterly along a 34252.50 radius curve to the right 825.82 feet; thence North 03°03'00" East 378.66 feet; thence East 4.17 feet; thence Southeasterly along a 352.5 foot radius curve to the left 291.33 feet; thence South 43°11'26" East 89.04 feet; thence Southeasterly along a 370.00 foot radius curve to the left 27.76 feet; thence South 0°10'20" West 866.52 feet; thence South 89°56'48" West 189.86 feet to the point of beginning.

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Also, beginning at a point East 490.05 feet and South 660.00 feet from the Center of Section 12, Township 3 South, Range 1 West, Salt Lake Base and Meridian; thence East 409.05 feet more or less; thence South 0°08'00" East 274.39 feet; thence South 89°57'48" West 66.82 feet; thence South 0°03'12" East 61.03 feet; thence South 89°56'48" West 333.35 feet; thence North 581.03 feet to the point of beginning.

Also, beginning at a point North 89°40'00" East 92.57 feet and South 0°08'34" East 1299.99 feet and South 89°56'30" West 2245.45 feet and North 0°03'30" West 53.00 feet from the East Quarter Corner of Section 12, Township 3 South, Range 1 West, Salt Lake Base and Meridian; thence South 89°56'30" West 172.16 feet to the East line of I-15; thence North 02°40'49" West 306.48 feet along the East line of said I-15; thence North 89°56'48" East 189.86 feet; thence South 0°03'12" East 32.00 feet; thence North 89°56'48" East 210.20 feet; thence South 0°03'12" East 28.50 feet; thence South 89°56'48" West 210.20 feet; thence South 0°47'49" West 245.67 feet to the point of beginning.

TO HAVE AND TO HOLD the same unto its successors and assigns, so long as Grantee shall require with the right of 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. Grantor(s) shall have the right to use the surface of the Easement except for the purposes for which this Easement is granted provided such use does not interfere with the Facilities or any other rights granted to Grantee by this Grant.

Grantor(s) shall not build or construct, nor permit to be built or constructed, any building or other improvement over or across the Easement, nor change the contour thereof, without written consent of Grantee. 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.

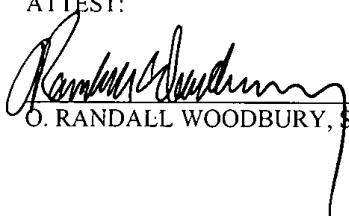
It is hereby understood that any person(s) securing this Grant on behalf of Grantee are without authority to make any representations, covenants or agreements not expressed in this Grant.

WITNESS the execution hereof this 22<sup>nd</sup> day of November, 2006.

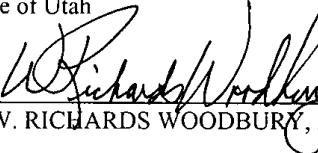
BLACKACRE PROPERTIES, L.L.C., a  
Utah limited liability company, by its  
manager

Vestwood, L.L.C., a Utah limited liability  
company, by its manager

ATTEST:

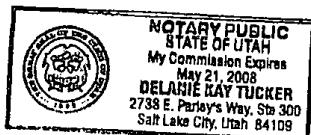
  
O. RANDALL WOODBURY, Secretary

Woodbury Corporation, a corporation of the  
State of Utah

By   
W. RICHARDS WOODBURY, President

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

On the 22<sup>nd</sup> day of November, 2006, personally appeared before me  
O. Randall Woodbury, and W. Richards Woodbury, respectively, of  
Woodbury 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  
Secretary and President acknowledged to me  
that said corporation duly executed the same.



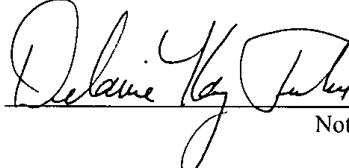
  
Notary Public

EXHIBIT "A"

ALL RIGHTS OF WAY TO BE 20' WIDE  
CENTER OF SAID RIGHT OF WAY TO BE  
LOCATION OF PROPOSED GAS  
CAUTION: DO NOT INSTALL IHP GAS  
CLOSER THAN 10' TO ANY STRUCTURE

BK 9393 PG 2279