WHEN RECORDED MAIL TO: Questar Gas Company P.O. Box 45360, Right-of-way Salt Lake City, UT 84145-0360 3263sunc.le; RW01 9987728
01/30/2007 08:37 AM \$14.00
Book - 9415 Ps - 825-827
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
QUESTAR GAS COMPANY
PO BOX 45360
SLC UT 84145-0360
BY: ZJM, DEPUTY - WI 3 P.

Space above for County Recorder's use PARCEL I.D.# 34-09-479-003

RIGHT-OF-WAY AND EASEMENT GRANT UT 22441

SUNCREST, L.L.C., A Utah Limited Liability Company antor", does hereby convey and warrant to QUESTAR GA

"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 SUNCREST COMMUNITY RECREATION COMPLEX, in the vicinity of 2016 Village Green Cir., which development is more particularly described as:

Land of Grantor located in the Southeast Quarter of Section 09, Township 4 South, Range 1 East, Salt Lake Base and Meridian;

Lot 60, OAK VISTA #2 AT SUNCREST SUBDIVISION, according to the official plat on file with the Salt Lake County Recorder, State of Utah.

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.

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| | It is hereby | understood | that any person | (s) securing t | his Grant on | behalf of | Grantee : | are |
|--------|--------------|-------------|------------------|----------------|--------------|-----------|-----------|-----|
| withou | it authority | to make any | representations, | covenants o | r agreements | not expre | ssed in t | his |
| Grant. | | | _ | | _ | - | | |

WITNESS the execution hereof this 9th day of January ,2007.

SUNCREST, L.L.C.

By-

Its- Assistant Vice President

STATE OF <u>Utah</u>) ss. COUNTY OF <u>Valt Lake</u>)

On the day of Mully, 2007, personally appeared before me who, being duly sworn, did say that he/she is a Manager of Mully Lilia , 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.

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Public

