

WHEN RECORDED MAIL TO:

Questar Gas Company
P.O. Box 45360, Right-of-way
Salt Lake City, UT 84145-0360
3654pva.lcm, RW01

ENTRY NO. 00860524

12/05/2008 03:52:25 PM B: 1959 P: 0173

Easements PAGE 1/2

ALAN SPRIGGS, SUMMIT COUNTY RECORDER

FEE 74.00 BY QUESTAR GAS COMPANY



Space above for County Recorder's use

PARCEL I.D.# SUM-1 thru 61

SUM-05-1 and 2

RIGHT-OF-WAY AND EASEMENT GRANT

UT 20653

UTAH 7000 DEVELOPMENT, L.L.C. f/k/a PIVOTAL PROMONTORY DEVELOPMENT, L.L.C., a(n) Arizona limited liability company, Grantor, as Debtor in possession in bankruptcy case 08-21869 in the United States Bankruptcy Court for the District of Utah, Central Division, 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 Summit, State of Utah, and more particularly described as follows, to-wit:

Land of the Grantor located in Section 2, Township 1 South, Range 4 East, Salt Lake Base and Meridian.

Those areas designated as "common areas" and "private streets"; PROMONTORY SUMMIT DRIVE, CENTRAL PACIFIC TRAIL, UNION PACIFIC TRAIL, GOLDEN SPIKE COURT, CROSSTIE COURT, SCENIC GRADE, PANORAMA DRIVE and LAST SPIKE LANE, within THE SUMMIT 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. 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.

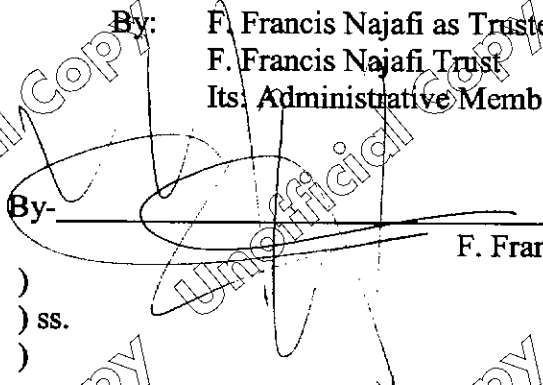
It is hereby understood that any parties securing this grant on behalf of Grantee are without authority to make any representations, covenants or agreements not herein expressed.

WITNESS the execution hereof this 21 day of October, 2008

UTAH 7000 DEVELOPMENT, L.L.C. f/k/a
PIVOTAL PROMONTORY DEVELOPMENT,
L.L.C., an Arizona limited liability company, as
Debtor in possession and UTAH 7000, L.L.C. f/k/a
PIVOTAL PROMONTORY, L.L.C., an Arizona
limited liability company, as Debtor in possession

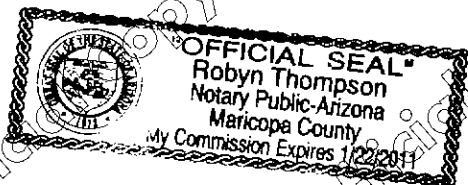
By: Pivotal Group X, LLC,
an Arizona Limited Liability Company

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

By-  _____
F. Francis Najafi, Trustee

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On the 27 day of October, 2008 personally appeared before me
F. Francis Najafi who, being duly sworn, did say that he/she is a
Trustee of the F. Francis Najafi Trust, Administrative Member of Pivotal Group X, LLC,
Administrative Member of Utah 7000 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