

2/12

2221264

BK 4165 PG 150

WHEN RECORDED MAIL TO:

Questar Gas Company
P.O. Box 45360, Right-of-way
Salt Lake City, UT 84145-0360
3047foxb.le; RW01

E 2221264 B 4165 P 150-151
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
11/22/2006 09:45 AM
FEE \$12.00 Pgs: 2
DEP RT REC'D FOR FOXBORO TERRACE A
SSOCIATES II

RETURNED
NOV 22 2006

Space above for County Recorder's use
PARCEL I.D.# 01-305-0106

RIGHT-OF-WAY AND EASEMENT GRANT

UT 21430

FOXBORO TERRACE ASSOCIATES II, 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 used to provide natural gas service to Grantee's development known as FOXBORO TERRACE APARTMENTS described below (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 FOXBORO TERRACE APARTMENTS PHASE II, in the vicinity of 850 W. 700 N. North Salt Lake, Utah, which development is more particularly described as:

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

Lot 106A, Foxboro Plat 1A Amended Subdivision according to the official plat on file with the Davis 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; provided, however, that nothing contained herein shall prohibit

REC

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.

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.

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.

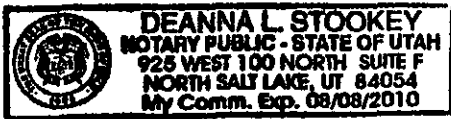
WITNESS the execution hereof this 17th day of October, 2006.

FOXBORO TERRACE ASSOCIATES II, L.C.

By- J. Randolph Cassidy
J. RANDOLPH CASSIDY Manager

STATE OF UTAH)
) ss.
COUNTY OF DAVIS)

On the 17th day of OCTOBER, 2006, personally appeared before me J. RANDOLPH CASSIDY who, being duly sworn, did say that he is a Manager of FOXBORO TERRACE ASSOCIATES II, 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.



Deanna L. Stookey
Notary Public

JRC