

WHEN RECORDED MAIL TO:
Questar Gas Company
P.O. Box 45360, Right-of-way
Salt Lake City, UT 84145-0360
corfoxboro.ic; RW01

2329853
BK 4436 PG 358

RETURNED
DEC 26 2007

E 2329853 B 4436 P 358-361
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
12/26/2007 10:11 AM
FEE \$16.00 Pgs: 4
DEP RTT REC'D FOR QUESTAR

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

CORRECTIVE RIGHT-OF-WAY AND EASEMENT GRANT
UT 21430

FOXBORO TERRACE ASSOCIATES II, L.C., a Utah limited liability company, Grantor(s), of Davis County, State of Utah, do(es) 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") used to provide natural gas service to Grantee's development known as Foxboro Terrace Apartments described below as follows: Eight feet on each side of the centerlines shown on the attached Exhibit "A" with the exception of the portion adjacent to building "K". Those portions are 7 feet on each side of the centerlines shown, and by reference made a part of this Grant, which centerlines are within that certain development know as Foxboro Terrace Apartments, in the vicinity of 882 W. Foxboro Drive, North Salt Lake Utah, which development is more particularly described as:

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

Lot 106 A Foxborro Plat 1A Amended Subdivision according to the official plat on file with the Davis County Recorder, State of Utah.

The purpose of this Corrective Right-of-Way and Easement Grant is to correct the Exhibit "A" Map, and the lot number, in that certain Right-of-Way and Easement Grant dated December 21, 2007 and recorded December 21, 2007 as Entry #2329475 in Book 4434, at Page(s) 1050-1054 of the Davis County Recorder. This corrective document will replace and supersede said original grant.

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(s) 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(s) 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 and landscaping 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 permitted improvements, to, as near as practicable, the condition of the surface, prior to said installation or maintenance.

This right-of-way shall be binding upon and inure to the benefit of the successors and assigns of Grantor(s) 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.

WITNESS the execution hereof this 26th day of December, 2007.

QUESTAR GAS COMPANY

FOXBORO TERRACE ASSOCIATES II, L.C.,
a Utah limited liability company

By- [Signature]
Attorney-in-Fact

By: J. Randolph Cassidy
J. Randolph Cassidy, Manager

JRC

STATE OF UTAH)
) ss.
COUNTY OF DAVIS)

On the _____ day of _____, 20____, 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 limited liability company by authority of it' s Articles of Organization or it' s Operating Agreement.

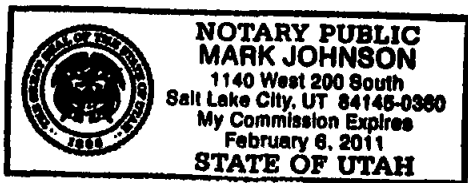


[Handwritten Signature]

Notary Public

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

On December 20, 2007, personally appeared before me David A. Ingleby, who, being duly sworn, did say that he is Attorney-In-Fact for QUESTAR GAS COMPANY, and that the foregoing instrument was signed on behalf of said corporation by authority of a resolution of its Board of Directors, an official certification of which is recorded as Entry #2047223, at Book 3712, Page 84, in the Office of the Davis County Recorder.



[Handwritten Signature]

Notary Public

[Handwritten initials]

EXHIBIT "A"

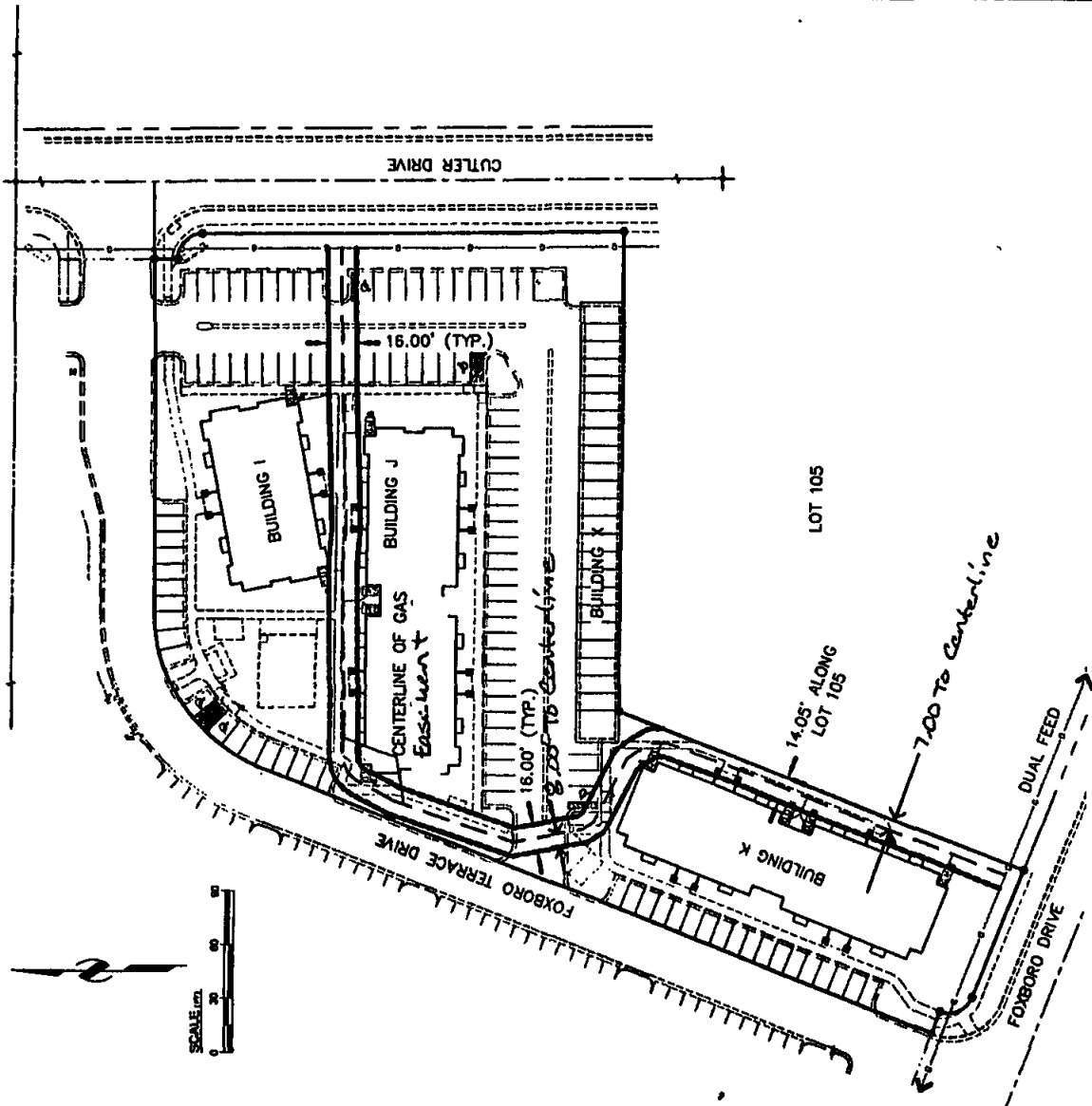
ALL RIGHTS OF WAY TO BE 16' WIDE WITH THE EXCEPTION OF THE PORTION ADJACENT TO BUILDING K. CENTER OF SAID RIGHT OF WAY TO BE THE AS-BUILT CENTERLINE AS SHOWN

FOXBORO TERRACE II APARTMENTS

882 FOXBORO DRIVE

NORTH SALT LAKE

LOT 106A, FOXBORO PLAT 1A



Handwritten signature or initials