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WHEN RECORDED MAIL TO: Questar Gas Company P.O. Box 45360, Right-of-way Salt Lake City, UT 84145-0360 -3659jic.le; RW01

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10/24/2008 01:53 PM \$17.00
Book - 9653 P9 - 7671-7674
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
QUESTAR GAS COMPANY
PO BOX 45360
SLC UT 84145-0360

Space above PSY Colony REBUILY Subject 4 P.
PARCEL I.D.# 15-03-101-025 BY: ELF

RIGHT-OF-WAY AND EASEMENT GRANT

JIC, 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 Diamond Parking Center, in the vicinity of 40 S. Orange Street, which development is more particularly described as:

Land of Grantor located in the Southwest Quarter of Section 34, Township 1 North, Range 1 West, Salt Lake Base and Meridian;

Beginning South 33.0 feet and East 78.78 feet and East 280.22 feet and North 33.27 feet and North 89°57'27" East along the Section line 431.86 feet from the Northwest Corner of Section 3, Township 1 South, Range 1 West, Salt Lake Base and Meridian; thence North 89°57'27" East 496.0 feet; thence South 0°03'08" East 233.6 feet; thence South 33.0 feet and East 78.78 feet from the Northwest Corner of Section 3, Township 1 South, Range 1 West, Salt Lake Base and Meridian; thence East 280.22 feet; thence North 33.27 feet; thence North 89°57'27" East 431.86 feet; thence South 0°03'08" East 233.6 feet; thence North 89°57'27" East 496.0 feet; thence South 0°03'08" East 100.0 feet more or less to fence; thence South 89°58'22" West 672.31 feet more or less to the centerline of the canal; thence South 14°25'24" East 330.19 feet; thence West 247.56 feet; thence Northwesterly along a 1015.92 foot radius curve to the right 241.64 feet;

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thence Northwesterly along a 1105.92 foot radius curve to the right 499.25 feet to the point of beginning.

Also, beginning at a point on the East line of a project 1-215-9 (6) 297 being South 0°00'44" East 33.27 feet and North 89°56'42" East 78.82 feet parallel with the South line of Section 34, Township 1 North, Range 1 West, Salt Lake Base and Meridian; thence North 89°56'42" East 280.18 feet; thence North 0°03'18" West 33.27 feet from the Southwest Corner of said Section 34; thence South 89°56'42" West 26.17 feet; thence North 0°11'08" West 298.49 feet; thence North 19°39'22" West 15.0 feet; thence North 0°11'08" West 360.06 feet to the South line of North Temple Street; thence North 89°58'38" East along said line South 19°39'22" East 15.0 feet; thence South 0°11'08" East 115.96 feet; thence North 89°58'38" East 156.17 feet; thence North 0°03'01" East 280.09 feet; thence North 89°58'38" East 175.20 feet; thence North 0°11'08" West 210.0 feet to the South line of said North Temple Street; thence North 89°58'38" East along the South line of said North Temple Street 301.21 feet; thence South 0°00'43" East 672.30 feet to the South line of said Section 34; thence South 89°56'42" West 189.14 feet; thence South 89°56'35" West 431.88 feet more or less 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 31 day of October, 20 07

JIC, L.L.C.

Its- MANASA

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COUNTY OF King)	
On the 131 day of October, 2	0 08 , personally appeared before me who, being duly sworn, did say that he/she is a
Jonatha Dismond	who, being duly sworn, did say that he/she is a
instrument was signed on behalf of said compar	ny by authority of it's Articles of Organization or



it's Operating Agreement.

Notary Public

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