WHEN RECORDED MAIL TO: Questar Gas Company P.O. Box 45360, Right-of-way Salt Lake City, UT 84145-0360 3441 pivo.lcm; RW01

ENTRY NO 00828975

10/24/2007 01:58 39 PM B: 1895 P: 1682

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ALAN SPRIGGS, SUMMIN COUNTY RECORDER
FEE 103.00 BY QUESTAR GAS COMPANY

Space above for County Recorder's use PARCEL ID. # 3525, W5-3, AC | thru 87

## RIGHT-OF-WAY AND EASEMENT GRANT UT 20653

PIVOTAL PROMONTORY DEVELOPMENT, 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 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 Sections 12 and 13, Township 1 South, Range 4 East, Salt Lake Base and Meridian.

Those areas designated as "common areas" and "private streets", ASPEN CAMP LOOP, PETE DYE DRAW, MOON DOG COURT, OUTCROP ROAD, ASPEN POINT and FIRE RING GLADE, within ASPEN CAMP 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. Granter 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

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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. 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 \_ 8 day of \_ 6 to Pivotal Promontory Development, L.L.C., an Arizona Limited Liability Company Pivotal Group X, LLC, By: an Arizona Limited Liability Company F. Francis Najafi as Trustee of the F. Francis Najafi Trust Its. Administrative Member E. Francis Najafi, Trustee STATE OF ARIZONA COUNTY OF MARICOPA 8 day of October \_, 20 Opersonally appeared before me who, being duly sworn, did say that he/she is a Trustee of the F. Francis Najar Trust, Administrative Member of Pivotal Group X, LLC, Administrative Member of Pivotal Promontory 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. OFFICIAL SEAL"
Robyn Thompson
Notary Rublic-Arizona
Maricepa County
Commission Expires 1/22/201 Notary Public Page 2 of 2 Pages

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