

WHEN RECORDED MAIL TO:

Questar Gas Company
R.O. Box 45360, Right-of-way
Salt Lake City, UT 84145-0360
3459pivo.lcm; RW01

ENTRY NO. 00839122

03/05/2008 02:26:31 PM B: 1918 P: 0005

Easements PAGE 1/2

ALAN SPRIGGS SUMMIT COUNTY RECORDER

FEE 42.00 BY QUESTAR GAS COMPANY



Space above for County Recorder's use

PARCEL I.D.# *Promr -2-lot*

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 Section 2, Township 1 South, Range 4 East, Salt Lake Base and Meridian.

Those areas designated as "common areas" and "private streets";
PROMONTORY RIDGE ROAD, CANYON GATE ROAD, PROMONTORY
ROCK ROAD and LOOKOUT LANE, within PROMONTORY RIDGE PHASE
2 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.

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.

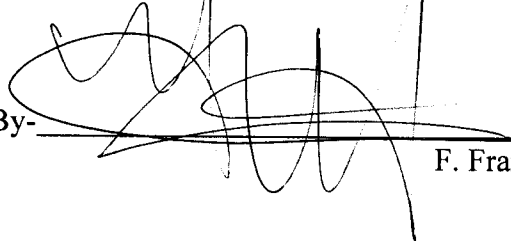
WITNESS the execution hereof this 25th day of October, 2007.

Pivotal Promontory Development, L.L.C.,
an Arizona Limited Liability Company

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

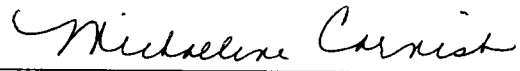
By: F. Francis Najafi as Trustee of the
F. Francis Najafi Trust
Its: Administrative Member

By-


F. Francis Najafi, Trustee

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On the 25th day of October, 2007, personally appeared before me _____ 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 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.



Notary Public

