

Questar Regulated Services Company  
P.O. Box 45360, Right-of-way  
Salt Lake City, Utah 84145-0360

1138comm.lqc

7530267  
12/09/1999 12:42 PM 16.00  
NANCY WORKMAN  
RECORDER, SALT LAKE COUNTY, UTAH  
LANDMARK TITLE  
BY: RDJ, DEPUTY - WI 3 P.

**QUITCLAIM DEED**  
UT 04248

**QUESTAR GAS COMPANY, f.k.a. Mountain Fuel Supply Company**, a corporation organized and existing under the laws of the State of Utah, with its principal office at 180 East First South, Salt Lake City, County of Salt Lake, State of Utah, Grantor, hereby **QUITCLAIMS** to **THE COMMONS AT SUGARHOUSE, L.C.**, a Utah Limited Liability Company, Grantee, the right, title and interest acquired through a certain Right-of-Way and Easement Grant dated August 13, 1956 and recorded September 7, 1956 as Entry No. 1501171, in Book 1344, at Page 197, and that certain Right-of-Way and Easement Grant dated November 15, 1977 and recorded November 28, 1977 as Entry No. 3029720, in Book 4586, at Page 2, Salt Lake County Recorder's Office, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the following-described tract of land in Salt Lake County, State of Utah, to-wit:

A parcel of land located in Lot 9, Block 46, Ten Acre Plat "A", Big Field Survey, located in the Northeast Quarter of Section 20, Township 1 South, Range 1 East, Salt Lake Base and Meridian;

A parcel of land 8.0 feet in width, the centerline of which is described as follows: Beginning at a point 326.80 feet East and 12.0 feet South of the Northwest corner of said Lot 9; thence South 126.30 feet; thence West 130.0 feet; thence South 38°15'00" West 42.0 feet;

Also, a parcel of land 10.0 feet in width, the centerline of which is described as follows: Beginning at a point located 280.30 feet East and 142.30 feet South of the Northwest corner of said Lot 9; thence South 135.60 feet; thence West 55.0 feet;

Grantee agrees that it is familiar with the liability provisions of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 USC §§ 9601-9657. With regard to this Quit Claim, Grantee agrees to forever waive its rights and release and indemnify and hold harmless Grantor from any liability under CERCLA, and specifically under Sections 107(a) and 113(f) of CERCLA, subsequent changes, modifications, or additions to CERCLA's provisions, as well as any other federal, state or local statute, regulation or common law right that exists or that may be enacted in the future, allowing Grantee or any other party to pursue a claim, demand, or cause of action against Grantor for reimbursement, contribution, or any other payment or service in any way related to environmental investigation or clean-up of subject property. Grantee and Grantor warrant and agree that this provision does not constitute an admission of any environmental liability by Grantee.

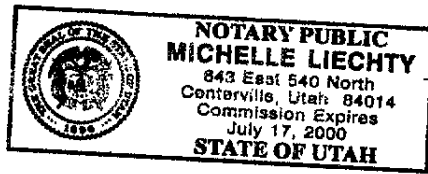
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STATE OF UTAH )  
 ) ss.  
COUNTY OF SALT LAKE )

On the 8th day of December, 1999, personally appeared before me John R. Thackeray who, being duly sworn, did say that he/she is a Manager of The Commons at Sugarhouse, L 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.



*Michelle Liechty*  
Notary Public

BK8328PG5623