

10621506

WHEN RECORDED MAIL TO:

Questar Gas Company  
P.O. Box 45360, Right-of-way  
Salt Lake City, UT 84145-0360  
3716sant.le; RW01

10621506  
02/12/2009 11:25 AM \$16.00  
Book - 9685 Pg - 5760-5763  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
QUESTAR GAS COMPANY  
PO BOX 45360  
SLC UT 84145-0360  
BY: ULR, DEPUTY - WI 4 P.

*Space above for County Recorder's use*

PARCEL I.D.# 27-20-376-047  
27-20-376-049  
27-20-376-050

**RIGHT-OF-WAY AND EASEMENT GRANT**

UT 23169

SAN TROPEZ APARTMENTS, LLC, 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 The District, in the vicinity of 11800 South 3700 West, which development is more particularly described as:

Land of Grantor located in the Southwest Quarter of Section 20, Township 3 South, Range 1 West, Salt Lake Base and Meridian;

Beginning at a point North 89°50'48" West 1121.81 feet and North 0°00'48" West 55.50 feet from the South Quarter Corner of Section 20, Township 3 South, Range 1 West, Salt Lake Base and Meridian; thence North 0°00'48" West 340.95 feet; thence North 89°59'12" East 109.30 feet; thence North 0°00'48" West 227.13 feet; thence North 89°59'18" West 243.46 feet; thence North 89°59'18" West 3.32 feet; thence South 0°00'42" West 8.29 feet; thence Southwesterly 31.41 feet along a 22.0 foot radius curve to the Left (chord bears South 49°06'25" West 28.81 feet); thence Southwesterly 189.67 feet along a 228.0 foot radius curve to the Right (chord bears South 32°02'04" West 184.25 feet); thence South 55°52'00" West 117.50 feet; thence Southwesterly 216.46 feet along a 222.0 foot

radius curve to the Left (chord bears South 27°56'00" West 207.99 feet); thence South 125.73 feet; thence Southeasterly 9.32 feet along a 12.50 foot radius curve to the Left (chord bears South 21°21'13" East 9.10 feet); thence South 89°50'48" East 448.49 feet more or less to the point of beginning.

Also, beginning at a point North 89°50'48" West 923.61 feet and North 0°09'12" East 397.03 feet from the South Quarter Corner of Section 20, Township 3 South, Range 1 West, Salt Lake Base and Meridian; thence North 0°00'48" West 227.09 feet; thence South 89°59'18" East 262.22 feet; thence South 0°12'00" West 226.98 feet; thence South 89°59'12" West 261.37 feet to the point of beginning.

Also, beginning at a point North 89°50'48" West 1121.81 feet and North 0°00'48" West 55.50 feet from the South Quarter Corner of Section 20, Township 3 South, Range 1 West, Salt Lake Base and Meridian; thence North 0°00'48" West 340.95 feet; thence North 89°59'12" East 460.72 feet; thence North 0°12'00" East 226.98 feet; thence South 89°59'18" East 4.51 feet; thence South 0°00'42" West 11.08 feet; thence Southeasterly 35.70 feet along a 24.0 foot radius curve to the Right (chord bears South 42°35'55" East 32.50 feet); thence South 0°00'42" West 2.07 feet; thence Southeasterly 119.16 feet along a 120.50 foot radius curve to the Left (chord bears South 28°19'03" East 114.36 feet); thence South 56°38'49" East 79.10 feet; thence Southeasterly 177.95 feet along a 179.50 foot radius curve to the Right (chord bears South 28°14'48" East 170.75 feet); thence South 0°09'12" West 229.72 feet; thence Southwesterly 9.35 feet along a 12.50 foot radius curve to the Right (chord bears South 21°34'31" West 9.13 feet); thence North 89°50'48" West 685.11 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; provided, however, that nothing contained herein shall prohibit Grantor, without consent from Grantee, from building or constructing, or permitting to be built or constructed curb and gutter, sidewalks, pavement, non-enclosed covered parking structures, landscaping or similar improvements over and across the Easement, so long as said improvements do not damage the Facilities or change the contour of the Easement. 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.



