## 10852962

WHEN RECORDED MAIL TO: Questar Gas Company P.O. Box 45360, Right-of-way Salt Lake City, UT 84145-0360 AAMinvest.pp; RW01 10852962
12/07/2009 01:50 PM \$12-00
Book - 9786 P9 - 638-639
GARY W- OTT
RECORDER, SALT LAKE COUNTY, UTAH
QUESTAR 6AS COMPANY
PO BOX 45360
SLC UT 84145-0360
BY: KLD, DEPUTY - WI 2 P.
Space above for County Recorder's use
PARCEL I.D.# 1502103001

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

UT 23314

AAM INVESTMENTS, LTD \_\_\_\_\_\_, Grantor, by and through BRUCE ALLEN MARKOSIAN, General Partner, 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 Salt Lake, State of Utah, and more particularly described as follows, to-wit:

Land of Grantor located in the Northwest Quarter of Section 2, Township 1 South, Range 1 West, Salt Lake Base and Meridian;

Beginning at a point which is East 646.04 feet from the Southwest Corner of Block 6, of Highland Park Addition, a Subdivision of a portion of the Northwest Corner of Section 2, Township 1 South, Range 1 West Salt Lake Base and Meridian; and running thence North 01°19'36" East 20.00 feet; thence South 87°24'07" East 101.66 feet; thence North 89°58'19" East 67.69 feet; thence along a line which is parallel to and 20.00 feet West of the Grantors East property line and the West Boundary line of the Jordan River in the following five courses: North 00°24'00" East 46.96 feet, North 05°16'00" West 230.51 feet, North 08°26'00" East 145.28 feet, North 10°35'30" East 176.55 feet, North 07°31'30" West 115.33 feet; thence North 85°02'34" West 37.56 feet; thence North 01°02'30" East 37.92 feet; thence South 89°10'11" East 20.00 feet; thence South 01°02'30" West 19.31 feet; thence South 85°02'34" East 34.93 feet; thence along said Grantors East boundary line and the West Boundary of the Jordan River in the following five courses: South 07°31'30" East 134.57 feet, South 10°35'30" West 179.36 feet, South 08°26'00" East 142.50 feet, South 05°16'00" East 229.10 feet, South 00°24'00" West 67.80 feet; thence South 89°58'19" West 88.00 feet: thence North 87°24'07" West 101.67 feet to the point of beginning.

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

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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.

This Right-of-Way and easement is granted solely to provide a revised layout, as requested by the Grantee, for gas service to the above referenced parcel. If, in the future, the Grantor, its successors or assigns, determine that gas service for this parcel is not longer required or a change in the use of the property suggests a more efficient layout for gas service on this parcel that does not utilize this Right-of Way and easement then the Grantor, its successors or assigns, will have the right, without recourse, to rescind this Right-of-Way and easement. In the event that this Right-of-Way is rescinded at the Grantors request, then any cost associated with this action will be the sole responsibility of the Grantor.

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.

IN WITNESS WHEREOF, Grantor has caused its partnership name to be hereunto affixed this day of \_\_\_\_\_\_\_\_, 20\_05.

AAM INVESTMENTS, LTD.

BRUCE ALLEN MARKOSIAN
General Partner

STATE OF UTAH ) ss. COUNTY OF SALT LAKE )

On the day of Occident 2009, personally appeared before me BRUCE ALLEN MARKOSIAN, who, being duly sworn, did say that he is a Partner of AAM INVESTMENTS, LTD., and that the foregoing instrument was signed on behalf of said partnership by authority of the articles of partnership, and said acknowledged to me that said partnership duly executed the same.

CHRIS B. BALLING
Notary Public State of Utah
My Commission Expires on:
March 19, 2013
Comm. Number: 578055

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