WHEN RECORDED MAIL TO: Questar Regulated Services Company P.O. Box 45360, Right-of-Way Salt Lake City, UT 84145-0360

# RIGHT-OF-WAY AND EASEMENT GRANT

(Open Area) UT 19221

WASATCH COHOUSING, A Utah Non-profit Corporation

a corporation of the State of Utah, 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") within that certain development known as Wasatch Commons, in the vicinity of 1411 South Utah Street, Salt Lake City, Salt Lake County, Utah, which development is more particularly described as:

Land of the Grantor located in Section 15, Township 1 South, Range 1 West, Salt Lake Base and Meridian;

## Parcel No. 1:

All of Lots 9 and 10 and the North 94.05 feet of Lot 8, Block 1, UTAH SOUTHERN ADDITION, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

# Parcel No. 2:

COMMENCING at a point 25.3 feet South of the Northwest corner of Lot 19, Block 1, UTAH SOUTHERN ADDITION, a subdivision of part of the Northeast quarter of Section 15, Township 1 South, Range 1 West, Salt Lake Base and Meridian, and running thence South 68.75 feet; thence East 121 feet; thence North 68.75 feet; thence West 121 feet to the point of BEGINNING.

#### Parcel No. 3:

COMMENCING at the Northwest corner of Lot 19, Block 1, UTAH SOUTHERN ADDITION, a subdivision of part of the West half of the Northeast quarter of Section 15, Township 1 South, Range 1 West, Salt Lake Base and Meridian, and running thence South 25.3 feet; thence East 267 feet; thence North 25.3 feet; thence West 267 feet to the place of BEGINNING.

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08/04/98 08:28 AM 25-00
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
QUESTAR GAS COMPANY
PO BOX 45360
SLC, UT 84145-0360
REC BY:R JORDAN , DEPUTY - WI

BK 8 0 5 4 PG 2 6 0 4

# **88054P6260**

# Parcel No. 4:

COMMENCING at the Northwest corner of Lot 19, Block 1, UTAH SOUTHERN ADDITION, a subdivision of part of the West half of the Northeast quarter of Section 15, Township 1 South, Range 1 West, Salt Lake Base and Meridian, and running thence North 99.00 feet; thence East 267 feet; thence South 99.00 feet; thence West 267 feet to the point of BEGINNING.

Less and excepting therefrom:

COMMENCING at a point 30.7 feet North and 33 feet West of the Southeast corner of Lot 18, Block 1, UTAH SOUTHERN ADDITION, a subdivision of part of the Northeast quarter of Section 15, Township 1 South, Range 1 West, Salt Lake Base and Meridian, and running thence North 68 feet; thence West 103 feet; thence South 68 feet; thence East 103 feet to the place of the BEGINNING.

# Parcel No. 5:

The West 133.5 feet of the South 43.45 feet of Lot 19 and the West 133.5 feet of the North 25.3 feet of Lot 20, Block 1, UTAH SOUTHERN ADDITION, a subdivision of part of the Northeast Quarter of Section 15, Township 1 South, Range 1 West, Salt Lake Base and Meridian.

### Parcel No. 6:

The South 43.45 feet of Lot 8, and the North 25.3 feet of Lot 7, Block 1, UTAH SOUTHERN ADDITION, a subdivision of part of the Northeast quarter of Section 15, Township 1 South, Range 1 West, Salt Lake Base and Meridian.

## Parcel No. 7:

BEGINNING at the Southeast corner of Lot 9, Block 1, UTAH SOUTHERN ADDITION, a subdivision located in the Northeast quarter of Section 15, Township 1 South, Range 1 West, Salt Lake Base and Meridian, running thence North 99 feet along the East boundary of said Lot 9; thence East 20 feet to a point on the West boundary of Lot 18; thence South 261.85 feet along the Western boundary of Lots 18, 19 and 20; thence West 20 feet to a point on the Eastern boundary of Lot 7; thence North 162.85 feet along the Eastern boundary of Lots 7,8 and 9 to the point of BEGINNING.

Excepting therefrom those areas designated as structures (buildings, pools, storage buildings, parking structure and similar structures) as shown on the attached plat, designated as Exhibit "A"; and by reference made a part of this Grant.

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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(s) 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(s) 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, which consent shall not be unreasonably withheld. This right-of-way shall be binding upon and inure to the benefit of the successors and assigns of Grantor(s) and the successors and assigns of Grantee, and may be assigned in whole or in part by either party hereto.

It is understood that following the construction of said facilities, a Corrective Right-of-Way and Easement Grant may be executed by Grantor to define the location of 16.0 foot rights-of-way with the facilities being the centerline of said right-of-way.

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 13th day of MAY, 1998.

Michael Polacek, Secretary

(SEAL)

Bv:

Scott Cowley President

Notary Public

\*Strike clause not applicable



NOTARY PUBLIC
LORETTA BOGAARD
5880 So. Magic Dr.
Murray, Utah 84107
My Commission Expires
May 26, 2000
STATE OF UTAH