

WHEN RECORDED MAIL TO:  
Questar Regulated Services Company  
P.O. Box 45360, Right-of-way  
Salt Lake City, UT 84145-0360  
6099lds.cc; RW01

8336102  
08/29/2002 10:25 AM 19.00  
Book - 8639 Pg - 7715-7719  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
QUESTAR REGULATED SERVICES  
PO BOX 45360  
SLC UT 84145-0360  
BY: ZJM, DEPUTY - WI 5 P.

8336102

*Space above for County Recorder's use*  
PARCEL I.D. # 16-04-400-002  
16-04-400-009

## RIGHT-OF-WAY AND EASEMENT GRANT

University of Utah - Property No. 506-5933

CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole, Grantor, does hereby grant and convey 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 non-exclusive right-of-way and easement (the "**Easement**") over, through and across a portion of Grantor's real property located in Salt Lake County, State of Utah more particularly described in Exhibit "A," which attached hereto and incorporated herein ("**Easement Property**"), to plan, install, and construct a natural gas pipeline, and related valves, valve boxes, and other natural gas transmission and distribution facilities (collectively, the "**Facilities**"), and thereafter maintain, operate, inspect, alter, remove, replace, and protect the same.

TO HAVE AND TO HOLD the same unto Grantee, its successors and assigns, so long as the Facilities shall be maintained, with the right of ingress and egress to and from the Easement Property to maintain, operate, repair, inspect, protect, remove and replace the same. During temporary periods, Grantee may use portions of the Grantor's adjacent property along and adjacent to the Easement Property as may be reasonably necessary in connection with construction, maintenance, repair, removal or replacement of the facilities; provided that such use does not prevent or interfere with vehicular access to Grantor's property and/or unreasonably interferes with the use and enjoyment of Grantor's property by Grantor, its employees, guests and invitees..

The Facilities shall be placed underground at a reasonable depth and shall be maintained by Grantee in good order and condition. Grantee shall repair any damage to the Easement Property and Grantor's adjacent property caused by any work or activity performed by Grantee and/or its agents, servants, contractors, subcontractors and representatives, and shall restore the Easement Property and Grantor's adjacent property to the same or better condition as it existed

BOOK 8639 PAGE 7715

before such work or activity.

Grantee hereby waives, releases, quit-claims, remises and discharges to Grantor any and all rights, title and interest in and to any portion of the Grantor's property, more particularly described on Exhibit "B," attached hereto and incorporated herein, including any right-of-ways and easements, except for the rights, title and interest obtained by and through this instrument.

Grantor shall ensure that no structures, buildings or improvements are placed so as to interfere with the Facilities located on the Easement Property, and no structures shall be placed on the Easement Property without the written consent of Grantee; provided, however, Grantor may improve the Easement Property with landscaping, curbs and gutter, sidewalks, and asphalt paving.

Grantor shall have the right to use the Easement Property for any use or purpose not inconsistent with the above and the terms of this document, so long as such use does not interfere with the Facilities or any other rights granted to Grantee hereunder.

Grantor warrants the title to the Easement Property against persons claiming or to claim by through or under the Grantor, subject to current taxes and assessments, reservations, easements, rights of way, covenants, conditions, restrictions, zoning matters, liens, and encumbrances and all other matters of record or enforceable in law or equity.

This instrument shall be binding upon and inure to the benefit of the successors and assigns of Grantor and the successors and assigns of Grantee. This instrument may be assigned in its entirety by Grantee.

IN WITNESS WHEREOF, Grantor and Grantee have caused this instrument to be duly executed as of this 1st day of August, 2002.



CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole

By: Terry F. Russ *fow*  
Name (Print) TERRY F. RUSS  
Its: Authorized Agent

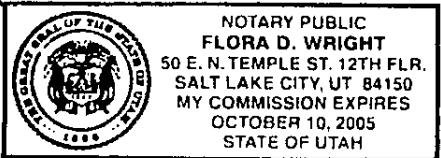
QUESTAR GAS COMPANY,  
a Utah corporation

By: [Signature]  
Name (Print) Shahab Saeed  
Its: Vice President, Support Services

Approved:  
Property [Signature]  
Property [Signature]  
Engineer CKB 38  
Legal clb  
V.P. \_\_\_\_\_

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

On this 9<sup>th</sup> day of MAY, 2002, personally appeared before me \_\_\_\_\_  
TERRY F. RUDD, personally known to me to be the Authorized Agent of the Corporation of  
the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, a Utah Corporation  
Sole, who acknowledged to me that he signed the foregoing instrument as Authorized Agent for  
said Corporation, that the seal impressed on the within instrument is the seal of said corporation,  
and the said TERRY F. RUDD acknowledged to me that the said Corporation executed the  
same.

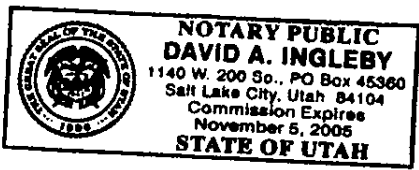


[Signature]  
Notary Public for Utah

Commission expires: OCT 10, 2005

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

On the 1st day of August, 2002, personally appeared before me  
Shahab Saeed, and \_\_\_\_\_ who, being duly sworn, did say  
that they are the Vice President, Support services and \_\_\_\_\_, respectively, of Questar  
Gas Company, and that the foregoing instrument was signed on behalf  
of said corporation by authority of a resolution of its Board of Directors or its Bylaws, and said  
Shahab Saeed and \_\_\_\_\_ acknowledged to me that said corporation  
duly executed the same.



[Signature]  
Notary Public

**Exhibit "A"**  
(Legal Description of Easement Property)

A 20.00 foot wide gas line easement being 10.0 feet on each side of the following described centerline:

A part of the East Half of Section 4, Township 1 South, Range 1 East, Salt Lake Base and Meridian, U.S. Survey:

Beginning at a point on the Southerly right of way line of South Campus Drive said point also being on the Northerly line of the Grantor's land, said point being 633.21 feet East and 21.35 feet North and Northwesterly along the arc of a 33.50 foot radius curve to the right a distance of 45.92 feet (Central Angle Equals  $78^{\circ}31'47''$  and Long Chord bears North  $49^{\circ}31'21''$  West 42.41 feet) and 118.27 feet North  $10^{\circ}15'26''$  West to the Southerly right of way line of said South Campus Drive and Northeasterly along said Southerly right of way line to the following two (2) courses: one (1) along the arc of 708.50 foot radius curve to the left a distance of 357.54 feet (Central Angle Equals  $28^{\circ}54'51''$  and Long Chord bears North  $70^{\circ}07'26''$  East 353.76 feet) and two (2) 748.32 feet North  $55^{\circ}40'00''$  East from U.S. Government Monument No. 5 said monument being 2453.80 feet East and 3962.31 feet South from the Northwest corner of Section 4, Township 1 South, Range 1 East, Salt Lake Base and Meridian; and running thence South  $34^{\circ}15'27''$  East 662.42 feet; thence North  $55^{\circ}44'30''$  East 72.57 feet; thence South  $34^{\circ}15'30''$  East 43.71 feet to the existing gas line.

NOTE: the sidelines of said 20.0 foot Easement to be extended or shortened to meet at angle points and to terminate at the Southerly right of way line of South Campus Drive.

**Exhibit "B"**  
(Legal Description of Grantor's Property)

Beginning at a point 615.05 feet East and 82.52 feet North of U.S. Government Monument No. 5, said monument being 2453.80 feet East and 3962.31 feet South of the Northwest corner of Section 4, Township 1 South, Range 1 East, Salt Lake Base and Meridian and running thence North 55°43'04" East 195.80 feet; thence North 55°40'00" East 1838.85 to the point on a curve; thence Southeasterly along the arc of a 48.13 foot radius curve to the right (center bears South 29°53'00" East) through a central angle 81°52'19" a distance of 68.77 feet to a point on a line on the west right of way line of Wasatch Drive; thence the following three courses along the west right-of-way line of Wasatch Drive as follows: South 15°19'19" East 831.46 feet to a point of curvature; thence Southwesterly along the arc of a 583.62 foot radius curve to the right through a central angle of 48°50'32" a distance of 497.51 feet to a point of tangency; thence South 33°31'13" West 124.00 feet to the Northwest corner of the parcel conveyed to the American National Red Cross in Quit-Claim Deed recorded 18 November, 1969 as Entry No. 2310897 in Book 2807, Page 235 in the Office of the Recorder of Salt Lake County; thence along the North line of said parcel to its Northwest corner; thence North 48°18'04" West 209.73 feet; North 58°18'46" West 378.61 feet; thence South 55°44'30" West 431.98 feet to a point on a curve on the North right of way line of Foothill Drive and running the following 3 courses: thence Westerly along the arc of a 1960.08 foot radius curve to the left, radius bears South 15°01'51" West, (through a central angle of 10°49'50"), 370.51 feet to a point of compound curvature; thence westerly along the arc of 11,490.20 foot radius curve to the left (through a central angle of 02°59'14"), 599.08 feet to a point of reverse curvature; thence northerly along the arc of a 33.50 foot radius curve to the right (through a central angle of 144°30'18"), 84.49 feet to the point of beginning.