

**WHEN RECORDED MAIL TO:**

Questar Gas Company  
P.O. Box 45360, Right-of-way  
Salt Lake City, UT 84145-0360  
2802acad.lc; RW01

Ent 894294 Bk 1361 Pg 249  
Date 4-Jul-2005 1:18PM Fee \$12.00  
Michael Glead, Rec. - Filed By CH  
Cache County, UT  
For QUESTAR GAS

Space above for County Recorder's use  
PARCEL I.D.# 04-085-0091

**RIGHT-OF-WAY AND EASEMENT GRANT**  
UT 21850

ACADEMY SQUARE, 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 20.00 feet in width 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") through and across the following-described land and premises situated in the County of Cache, State of Utah, to-wit:

Land of the Grantor located in the Southwest Quarter of Section 22, Township 12 North, Range 1 East, Salt Lake Base and Meridian;

the centerline of said right-of-way and easement shall extend through and across the above-described land and premises as follows, to-wit:

Beginning at a point South 01°03'43" West 10.00 feet from the Northwest Corner of Lot 4 Block 8 Plat D, Logan Farm Survey, said point being on the East right-of-way line of Highway 91 Street; running thence South 89°17'04" East 365.10 feet; thence North 01°21'03" East 58.00 feet; thence South 89°17'04" East 398.12 feet to the Grantor's East property line.

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. 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 Grantee.

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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 23<sup>rd</sup> day of June, 2005

ACADEMY SQUARE, LLC

By-WASATCH PROPERTY  
MANAGEMENT, INC., MANAGER

By-

Dell Loy Hansen, President

STATE OF UTAH

COUNTY OF SALT LAKE ) ss.  
~~CACHE~~ )

On the 23<sup>rd</sup> day of June, 2005, personally appeared before me Dell Loy Hansen who, being duly sworn, did say that he is President of WASATCH PROPERTY MANAGEMENT, INC, manager, ACADEMY SQUARE, LLC, 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.

Rebecca E Hicks  
Notary Public

