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WHEN RECORDED MAIL TO:

Questar Gas Company
P.O. Box 45360, Right-of-way
Salt Lake City, UT 84145-0360
40283.lc;

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04/07/2017 02:20 PM \$14.00
Book - 10545 Pg - 7115-7117
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
QUESTAR GAS CO
PO BOX 45360
SLC, UT 84145
BY: MSP, DEPUTY - WI 3 P.

Space above for County Recorder's use
PARCEL I.D.# 16053080630000

RIGHT-OF-WAY AND EASEMENT GRANT

40283

LIBERTY BLVD. ASSOCIATES, 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 feet in width to construct, lay, maintain, operate, repair, alter, inspect, protect, make connections to, 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 Salt Lake, State of Utah, and more particularly described as follows, to-wit:

Land of the Grantor located in the Southwest Quarter of Section 5, Township 1 South, 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 89°57'49" West 27.58 feet from the Southeast corner of Lot 3, Block 31, Plat B, thence North 227.01 feet.

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 construct, lay, maintain, operate, repair, alter, inspect, protect, make connections to, remove and replace the same. This right-of-way and easement shall carry

with it the right to use any available access road(s) for the purpose of conducting the foregoing activities. 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.

Without limiting the generality of the foregoing, Grantor(s) does hereby covenant, warrant and agree as follows:

1. Grantor(s) shall not build or construct, nor permit to be built or constructed, over or across the right-of-way, any building, retaining walls, rock walls, footings or improvement which impairs the maintenance or operation of the Facilities, provided however, that nothing contained herein shall prohibit Grantor from building or constructing, or permitting to be built or constructed curb and gutter, sidewalks, pavement, landscaping, fences or similar improvements over and across said right-of-way, so long as said improvements do not damage or unreasonably interfere with said facilities.

2. Grantor(s) shall not change the contour within the right-of-way without prior written consent of Grantee.

3. Grantor(s) shall not plant, or permit to be planted, any deep rooted trees, or any vegetation with roots that may damage the Facilities, within the right-of-way, without prior written consent of Grantee.

4. Grantor(s) shall not place personal property within the right-of-way that impairs the maintenance or operation of the Facilities.

5. Grantee, following the installation or maintenance, of the Facilities shall restore the surface of the right-of-way and easement, and any improvements, including fences, to, as near as practicable, the condition of the surface, prior to said installation or maintenance, provided such improvements do not injure or interfere with Grantee's Facilities.

6. Grantee shall have the right to cut and remove timber, trees, brush, overhanging branches, landscaping and improvements or other obstructions of any kind and nature which may injure or interfere with Grantee's use, occupation or enjoyment of this easement and right-of-way, without liability to Grantor(s), and without any obligation of restoration or compensation.

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.

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.

