

WHEN RECORDED MAIL TO:

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

University Mall.lc; yj



ENT 92850:2015 PG 1 of 6  
JEFFERY SMITH  
UTAH COUNTY RECORDER  
2015 Oct 12 8:34 am FEE 20.00 BY ED  
RECORDED FOR QUESTAR GAS

*Space above for County Recorder's use*

PARCEL I.D.# 570430006  
570680024  
570680011  
570430013

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

*RW 39094*

UNIVERSITY MALL SHOPPING CENTER, LC, a limited liability company 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 non-exclusive right-of-way and easement to construct, lay, maintain, operate, repair, alter, inspect, protect, make connections to, remove and replace pipelines, valves, valve boxes and install cathodic monitoring and mitigation facilities and other gas transmission and distribution facilities (hereinafter collectively called "Facilities"), said right-of-way being situated in the County of Utah, State of Utah, as depicted on Exhibit "A" attached hereto and by this reference made a part hereof and more particularly described as follows:

Land of the Grantor located in Section 23, Township 6 South, Range 2 East, Salt Lake Base and Meridian;

A 16' wide easement being eight feet (8') on each side of the following described centerline:

Beginning at a point which is North 00°12'36" West, along the section line 649.80 feet and South 89°47'24" West, 346.06 feet from the Southeast Corner of Section 23, Township 6 South, Range 2 East, Salt Lake Base and Meridian; and running thence North 89°50'14" West, 126.98 feet; thence North 82°11'37" West, 88.77 feet; thence North 85°58'35" West, 490.94 feet to a point on a 107.00 foot radius curve to the left; thence 110.33 feet along said curve through a central angle of 59°04'35" (chord bears South 64°29'08" West, 105.50 feet); thence South 34°56'50" West, 124.48 feet to a point on a 133.00 foot radius curve to the right; thence 130.34 feet along said curve through a central angle of 56°08'58" (chord bears South 63°01'19" West, 125.19 feet); thence North 88°54'12" West, 162.68 feet to the point of terminus.

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 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 does hereby covenant, warrant and agree as follows:

1. 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 the written consent of Grantee.

2. Grantor 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.

3. Grantor shall not place personal property within the right-of-way that materially impairs the maintenance or operation of the Facilities.

4. 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.

5. Except in the event of relocation pursuant to Section 6 below, Grantee shall restore (as near as practicable) to its previous condition, at no cost to Grantor, any pavement, landscaping, curb and gutter or any other improvement damaged in constructing, maintaining, repairing, removing or replacing the Facilities within said right-of-way.

6. Grantor reserves the right to relocate this right-of-way and easement, at Grantor's sole cost and expense, including but not limited to the cost of granting a new right-of-way and easement, relocating the Facilities, and any attendant costs.

7. Nothing contained herein shall prohibit Grantor from building or constructing, or permitting to be built or constructed, curb and gutter, sidewalks, pavements, landscaping, or similar improvements over and across said right-of-way, so long as said improvements do not damage or interfere with said Facilities.

8. Should Grantee decide to abandon the Facilities, Grantee shall provide notice to Grantor for such decision. In the event Grantee provides written notice of its intent to abandon the Facilities pursuant to this provision, it shall abandon the Facilities and this right-of-way and easement, and shall quit claim the right-of-way and easement to Grantor so as to extinguish the

particular encumbrance from Grantor's title, provided, however, that nothing in this section shall be interpreted or construed that this easement and right-of-way to be automatically terminated without Grantee's written consent.

9. Within thirty (30) days of the completion of Grantee's initial construction, Grantee shall provide Grantor with an as-built depiction of the Facilities.

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.

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.

[End of page; signature page follows]

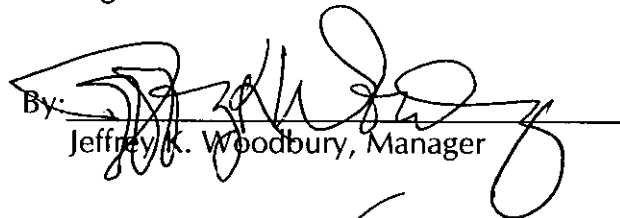


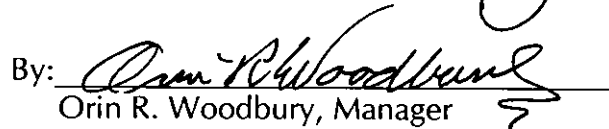
IN WITNESS WHEREOF, Grantor has caused its corporate name and seal to be hereunto affixed this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**GRANTOR:**

**UNIVERSITY MALL SHOPPING CENTER, L.C., a Utah limited liability company**

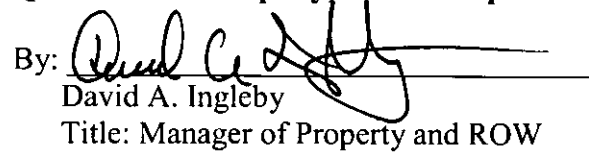
**By: WOODBURY MANAGEMENT COMPANY, L.C., a Utah limited liability company, Its Manager**

By:   
Jeffrey K. Woodbury, Manager

By:   
Orin R. Woodbury, Manager

**GRANTEE:**

**Questar Gas Company, a Utah corporation**

By:   
David A. Ingleby  
Title: Manager of Property and ROW

STATE OF UTAH )  
  ) SS  
COUNTY OF SALT LAKE )

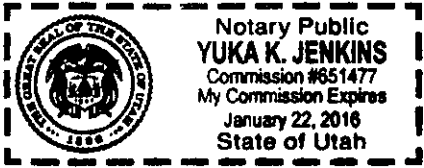
On the 30 day of September 2015, before me personally appeared JEFFREY K. WOODBURY and ORIN R. WOODBURY, to me personally known to be the MANAGERS of WOODBURY MANAGEMENT COMPANY, L.C., known to the Manager of UNIVERSITY MALL SHOPPING CENTER, L.C., the company that executed the within instrument, known to me to be the person who executed the within instrument on behalf of said company therein names, and acknowledged to me that such company executed the within instrument pursuant to its articles of organization.



*[Signature]*  
\_\_\_\_\_  
Notary Public

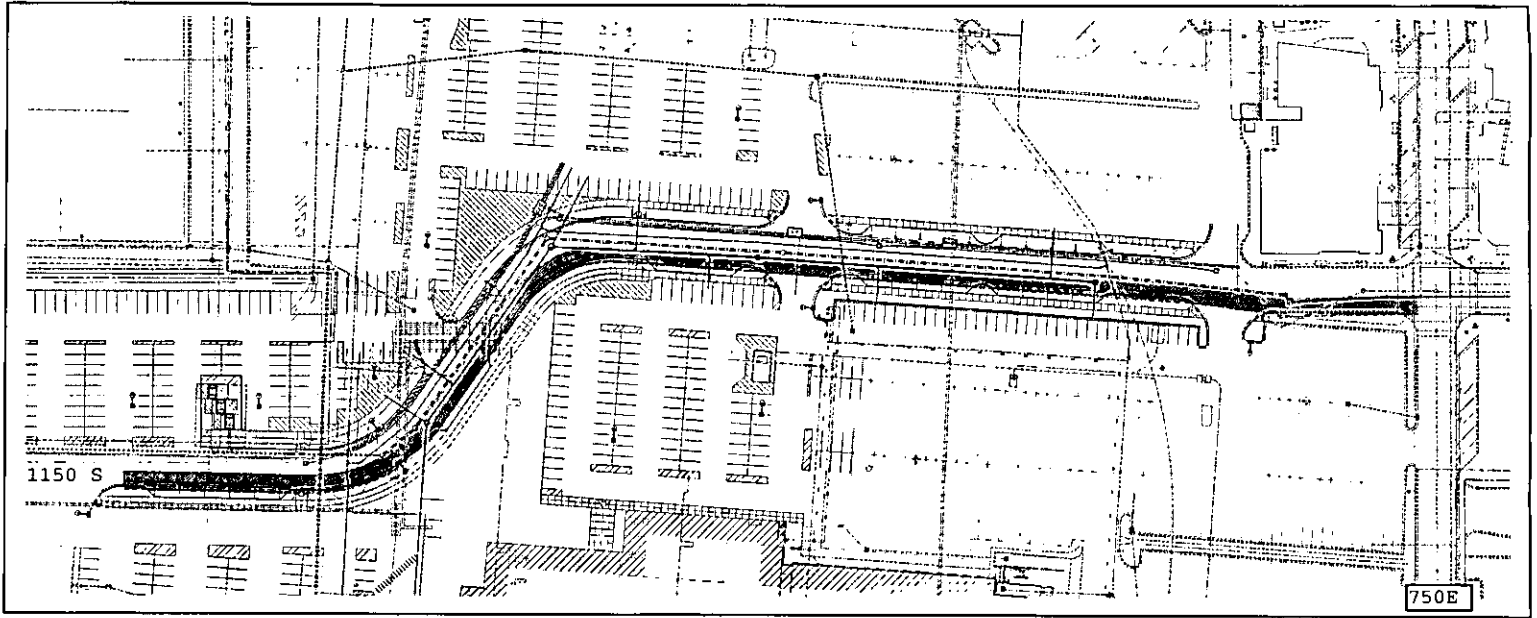
STATE OF UTAH )  
  ) SS  
COUNTY OF SALT LAKE )

On the 6th day of October, 2015, before me personally appeared David A. Ingleby, to me personally known to be the Manager of Property and ROW of QUESTAR GAS COMPANY, the company that executed the within instrument, known to me to be the person who executed the within instrument on behalf of said company therein names, and acknowledged to me that such company executed the within instrument pursuant to its articles of organization.



*[Signature]*  
\_\_\_\_\_  
Notary Public

*[Handwritten mark]*



*Handwritten signature or initials*