

WHEN RECORDED MAIL TO:  
Questar Gas Company  
P.O. Box 45360, Right-of-Way  
Salt Lake City, UT 84145-0360  
Lone Peak Pkwy.lp; yj

12329639  
07/27/2016 02:38 PM \$22.00  
Book - 10457 Pg - 2227-2232  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
QUESTAR GAS COMPANY  
PO BOX 45360  
SLC UT 84145-0360  
BY: MFP, DEPUTY - WI 6 P.

Space above for County Recorder's use  
PARCEL I.D.# 272-44-01006

## RIGHT-OF-WAY AND EASEMENT GRANT

RW# \_\_\_\_\_

Miller Family Real Estate, L.L.C., a Utah limited liability company, "Grantor", does hereby grant 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, twenty (20) feet in width, to construct, lay, maintain, operate, repair, alter, inspect, protect, make connections to, remove and replace pipelines, valves, valve boxes and install other gas 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, as depicted on Exhibit A, and more particularly described as follows, to-wit:

A part of the Southeast Quarter of Section 24, Township 3 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey in Salt Lake County, Utah:

Beginning at a point on the Southerly Line of 11400 South Street as widened located 56.72 feet South 89°46'15" East along the Quarter Section Line, and 63.38 feet South 0°13'45" West from the Center of said Section 24; and running thence South 84°34'00" East 20.08 feet along said Southerly Line of 11400 South Street; thence South 0°15'16" West 39.85 feet; thence South 89°44'44" East 400.07 feet; thence South 42°07'56" East 51.48 feet; thence South 4°46'51" East 33.66 feet; thence North 85°13'09" East 29.85 feet to the Westerly Line of Lone Peak Parkway as widened; thence South 5°22'00" East 20.00 feet along said Westerly Line; thence South 85°13'09" West 50.05 feet; thence North 4°46'51" West 46.90 feet; thence North 42°07'56" West 35.89 feet; thence North 89°44'44" West 411.25 feet; thence North 0°15'16" East 61.66 feet to the Southerly Line of 11400 South Street and the point of beginning.

Contains 11,607 sq. ft.

Also as depicted on Exhibit B:

A twenty-foot-wide strip of land in the Southeast Quarter of Section 24, Township 3 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey in

Salt Lake County, Utah, being ten feet on each side of the following described centerlines:

Beginning at a point on the South Line of 11400 South Street as widened located 70.97 feet South 0°21'11" West along the Quarter Section Line and 17.02 feet South 89°38'49" East from the Center of said Section 24; and running thence South 29°20'47" West 113.65 feet; thence South 57°51'41" West 137.96 feet; thence South 5°34'01" West 274.94 feet; thence South 280.36 feet to a point hereafter referenced as Point 'A'; thence East 553.06 feet; thence North 83°29'04" East 203.48 feet to the endpoint of this easement centerline at a point on the Westerly Line of Lone Peak Parkway as widened.

Also:

Beginning at previously described Reference Point 'A'; and running thence West 25.41 feet; thence South 5°34'01" West 104.49 feet to the endpoint of this easement centerline.

Note:

The sidelines of the above described easement are to be lengthened or shortened to exactly match Grantor's property lines.

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 and easement 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 and easement as may be reasonably necessary in connection with construction, maintenance, repair, removal or replacement of the facilities. Grantee's rights in this easement are non-exclusive and 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 rights of Grantee hereunder.

Without limiting the generality of the foregoing, Grantor does hereby agree as follows:

1. Grantor shall not build or construct, nor permit to be built or constructed, over or across the right-of-way and easement, any building, retaining walls, rock walls, footings or improvement which impairs the maintenance or operation of the Facilities.
2. Grantor shall not change the contour within the right-of-way and easement without prior written consent of Grantee.
3. 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 and easement, without prior written consent of Grantee.

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

5. Grantee shall have the right to cut and remove, in the exercise of Grantee's reasonable discretion, 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 so long as Grantee acts in accordance within the scope of the rights granted herein, and without any obligation of restoration or compensation.

6. Grantor agrees to indemnify, hold harmless and defend Grantee, its agents and employees, from all claims, mechanics liens, demands, damages, actions, costs and charges for personal injury and property damage, and any other liabilities, including attorney's fees, arising out of or by any reason of Grantor's use of the right-of-way and easement or any activities conducted thereon by Grantor, his/her/its agents, employees, invitees or as a result of Grantor's negligence.


This right-of-way and easement 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.

WITNESS the execution hereof this 12<sup>th</sup> day of July, 2016.

[End of page; signature page follow]

GRANTOR:  
MILLER FAMILY REAL ESTATE, L.L.C.

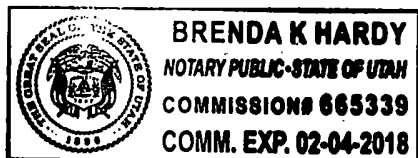
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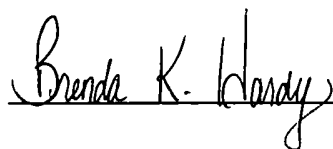
Print Name: Brad Holmes

Its: Director of Construction

STATE OF UTAH )  
COUNTY OF Salt Lake ) ss.

On the 12<sup>th</sup> day of July, 2016 personally appeared before me Brad Holmes who, being duly sworn, did say that he/she is a Manager of MILLER FAMILY REAL ESTATE, L.L.C., and that the foregoing instrument was signed on behalf of said company by authority of its Articles of Organization or its Operating Agreement.



  
Notary Public



