WHEN RECORDED MAIL TO: Questar Gas Company P.O. Box 45360, Right-of-Way Salt Lake City, UT 84145-0360 38199.lp; PLS 11924342 10/03/2014 02:21 PM \$16.00 Book ~ 10265 Pg - 3405-3408 GARY W. OTT RECORDER, SALT LAKE COUNTY, UTAH QUESTAR GAS COMPANY PO BOX 45360 SLC UT 84145-0360 BY: SRP, DEPUTY ~ WI 4 P.

Space above for County Recorder's use PARCEL I.D.# 14242010090000

RIGHT-OF-WAY AND EASEMENT GRANT 38199

<u>CENTRAL REFRIGERATED SERVICE, INC.</u> a corporation of the State of Nebraska, "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 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"), 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 Section 24, Township 1 South, Range 2 West, Salt Lake Base and Meridian;

Beginning at a point on the grantors north property line said point being S 00° 06' 42" W along the section line for a distance of 80.00 feet from the North Quarter Corner Section 24, Township 1 South, Range 2 West, Salt Lake Base and Meridian, Thence S 85° 25' 31" W for 18.04 feet, Thence S 00° 06' 42" W for 1053.96 feet, Thence S 27° 10' 34" E for 21.84 feet, Thence S 00° 06' 42" W for 848.05 feet, Thence N 89° 47' 13" W for 305.20 feet, Thence along an existing fence line S 00° 51[°] 10" W for 279.28 feet, Thence East for 25.00 feet, Thence S 89° 47' 13" E for 305.51 feet, Thence S 89° 47' 13" E for 305.51 feet, Thence along the easterly line of an existing Questar Gas Right of Way N 00° 06' 42" E for 873.24 feet,

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Thence continuing along the easterly Right of Way line N 27° 19' 14" W for 21.74 feet, Thence continuing along the easterly Right of Way line N 00° 06' 42" E for 1055.43 feet, Thence along the north property line S 89° 55' 10" W for 7.01 feet to the point of beginning.

Contains 62,651 Square feet or 1.44 Acres

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.

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 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.

6. Grantor(s) agrees to indemnify, hold harmless and defend Grantee, its agents and employees, from all claims, mechanics liens, demands, damages, actions, costs and

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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 easement or any activities conducted thereon by Grantor(s), his/her/its agents, employees, invitees or as a result of Grantor's negligence.

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.

WITNESS the execution hereof this 22 day of SEATEWEL 2014.

NBERGER

STATE OF UN) ss. COUNTY OF Salt Lake

 $20\underline{14}$ personally appeared before me Acmper day of who, being duly sworn, did say that he/she is a Manager of Pm VICE Presid , 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



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