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GARY W. OTT

RECORDER, SALT LAKE COUNTY, UTAH

QUESTAR GAS COMPANY

PO BOX 45360

SLC UT 84145-0360

BY: HNP, DEPUTY - WI 3 P.

WHEN RECORDED MAIL TO:

Questar Gas Company
P.O. Box 45360, Right-of-way
Salt Lake City, UT 84145-0360
33735GARDNERVILLAGE.lp;

Space above for County Recorder's use

PARCEL I.D.# 2126351022

RIGHT-OF-WAY AND EASEMENT GRANT

33735

GARDNER VILLAGE L.C., 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 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 the Southwest Quarter of Section 26, Township 2 South, Range 1 West, Salt Lake Base and Meridian;

A portion of an entire tract of property being an easement twenty (20) feet in width situate in the Southwest Quarter of Section 26, Township 2 South, Range 1 West, and the Northwest Quarter of Section 35, Township 2 South, Range 1 West, Salt Lake Base and Meridian.

Beginning at a point of intersection of the Northerly line of 7800 South Street and the Easterly line of 1300 West Street, said point being North 89°55'45" East 46.63 feet along the Section Line and North 0.85 feet from the Southwest Corner of Section 26, Township 2 South, Range 1 West, Salt Lake Base and Meridian, and running;

Thence North 33°33'54" West 24.65 feet along the East line of 1300 West Street; thence North 185.14 feet along the East Line of 1300 West Street to the Northwest corner of said entire tract ; thence East 20.00 feet along the Northerly line of said entire tract; thence South 179.11 feet; thence South 33°33'54" East 11.29 feet; thence South 73°47'34" East 504.68 feet; thence South 78°21'35" East 103.25 feet, thence South 79°57'35" East 10.19 feet to a point on the Easterly line of said entire tract; thence South 17°57'00" East 22.65 feet along said Easterly line to the Southeast corner of said entire tract and said Northerly line of 7800 South Street; thence the following three (3) courses along the Southerly line of said entire tract and said Northerly line of 7800 South street: (1) North 79°57'35" West 21.10 feet (2) North 78°21'35" West 104.33 feet (3) North 73°47'34" West 512.80 feet to the Point of Beginning.

Contains 16,565 Sq. Ft., 0.38 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. Grantor is permitted to place signage within the easement boundary provided (i) sign posts or footings are not placed within three (3) feet of the outside edge of Grantee's Facilities and (ii) no sign is allowed to be placed in such a way that a sign face is located above Grantee's Facilities unless agreed to in advance by Grantee in writing. During construction, maintenance, replacement, or alteration, of the Facilities, Grantee shall be permitted to remove any signs within the easement provided that Grantee replace the signs after completion of Grantee's work.

2. Grantor(s) shall not change the contour within the right-of-way without prior written consent of Grantee with the exception of landscape berms. (i) Grantor and Grantee agree that Grantor may place landscaping berms within the easement provided. (ii) no landscaping berm may be installed which adds more than thirty-six (36) inches above the existing ground elevation.

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 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.

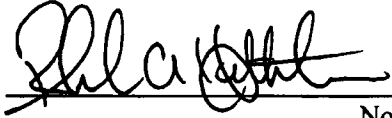
WITNESS the execution hereof this 19 day of March, 2013

GARDNER VILLAGE L.C.,

By 
JOSEPH LONG, Manager

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On the 19th day of MARCH, 2013 personally appeared before me
JOSEPH LONG who, being duly sworn, did say
that he/she is a Manager of Gardner Village, L.C., 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.


Notary Public

