

WHEN RECORDED MAIL TO:
Questar Gas Company
P.O. Box 45360, Right-of-way
Salt Lake City, UT 84145-0360
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JULIE DOLE
RECORDER, SALT LAKE COUNTY, UTAH
QUESTAR GAS COMPANY
PO BOX 45360
SLC UT 84145-0360
BY: SRP, DEPUTY - WI 3 P.

Space above for County Recorder's use
PARCEL I.D.# 15-01-182-002-0000

RIGHT-OF-WAY AND EASEMENT GRANT
RW40520

SALT LAKE DESIGN CENTER, L.L.C., a Utah Limited Liability Company, "Grantor", does hereby convey and warrant to QUESTAR GAS COMPANY, a corporation of the State of Utah, dba Dominion Energy 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 other gas transmission and distribution facilities (hereinafter collectively called "Facilities"), through and across the following described land and premises situated in the Salt Lake County of, State of Utah, and more particularly described as follows, to-wit:

Land of the Grantor located in the Northwest Quarter of Section 1, Township 1 South, Range 1 West, Salt Lake Base and Meridian;

Beginning at a point on the East Line of 400 West Street, said point being North 188.46 feet from the Southwest Corner of Lot 2, Block 61, Plat "A", Salt Lake City Survey, said point also being North 23.42 feet from the Southwest Corner of Lot 3, Block 61, Plat "A", Salt Lake City Survey and running thence

South 88°14'58" East 36.56 feet to a point Northwestly parallel with and 8.50 feet distant from the center line of a historic spur track;

thence Southeastly 49.48 feet along the arc of a 139.20 foot radius curve to the left, chord bears South 69°02'36" East 49.22 feet through a central angle of 20°36'43" along a line perpendicular to and 8.50 feet distant from the center line of said historic spur track;

thence South 3.81 feet

thence North 88° 14'58" West 82.54 feet to said East Line of 400 West Street;

thence North 20.01 feet along said East Line of 400 West Street to the Point of Beginning.

Contains 1,206 Sq. Ft. or .027 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 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, 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 shall not change the contour within the right-of-way 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, without prior written consent of Grantee.

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

