

WHEN RECORDED MAIL TO:
Questar Gas Company
P.O. Box 45360, Right-of-way
Salt Lake City, UT 84145-0360
MJ0002014252DE

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09/19/2018 01:57 PM \$16.00
Book - 10713 Pg - 9061-9064
ADAM GARDINER
RECORDER, SALT LAKE COUNTY, UTAH
QUESTAR GAS COMPANY
PO BOX 45360
SLC UT 84145-0360
BY: MZP, DEPUTY - WI 4 P.

Space above for County Recorder's use
PARCEL I.D.# 16-19-103-025-0000

RIGHT-OF-WAY AND EASEMENT GRANT
ROW#40720

Liberty Crossing Associates, LLC, 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 (referred to in this Grant as the "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") as follows: Ten feet on each side of the centerlines of the natural gas pipelines shown on the attached plat, designated Exhibit "A", and by reference made a part of this Grant, which centerlines are within that certain development known as **The Crossing at South Salt Lake Subdivision**, in the vicinity of South Salt Lake, which development is more particularly described as:

Lot 2, THE CROSSING AT SOUTH SALT LAKE SUBDIVISION, according to the official plat thereof, filed in Book "2015P" of Plats, at Page 273 of the Official Records of the Salt Lake County Recorder.

TO HAVE AND TO HOLD the same unto said Grantee, its successors and assigns, so long as such Facilities shall be maintained, with the right of ingress and egress to and from the Easement to construct, lay, maintain, operate, repair, alter, inspect, protect, make connections to, remove and replace the same. This 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 the Easement 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 Easement, 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 Easement 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 Easement, without prior written consent of Grantee.

4. Grantor(s) shall not place personal property within the Easement 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 the Easement, 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, or as a result of Grantor's negligence.

7. Notwithstanding anything herein to the contrary, Grantor understands and acknowledges that certain improvements will be or have been constructed within the Easement, as identified in Exhibit "A." ("Permitted Improvements") Grantor acknowledges and agrees that in the event Grantee has the need to relocate, reconstruct, or modify its Facilities, that Grantee will provide Grantor with 5 (five) business days' notice to remove the Improvements, at Grantor's sole cost and expense.

8. Emergency Access to Facilities. In an emergency, Grantee shall have the right to remove Grantor's Permitted Improvements without notice and without any liability of any kind to Grantor. Any subsequent replacement or reconstruction of the Permitted Improvements shall be at Grantor's sole cost and expense.

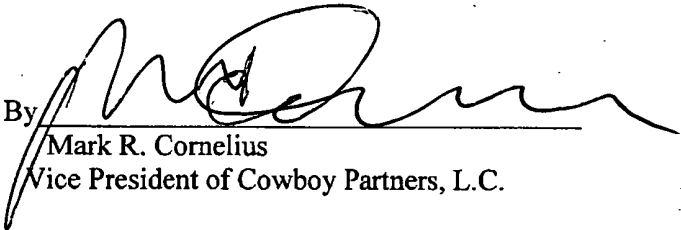
This right-of-way shall be binding upon and inure to the benefit of the successors and assigns of Grantor(s) and the successors and assigns of Grantee, and may be assigned in whole or in part by Grantee.

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 14 day of August, 2018.

LIBERTY CROSSING ASSOCIATES, LLC
a Utah limited liability company

By-Cowboy Partners, L.C.
a Utah limited liability company
Manager of Liberty Crossing Associates, LLC

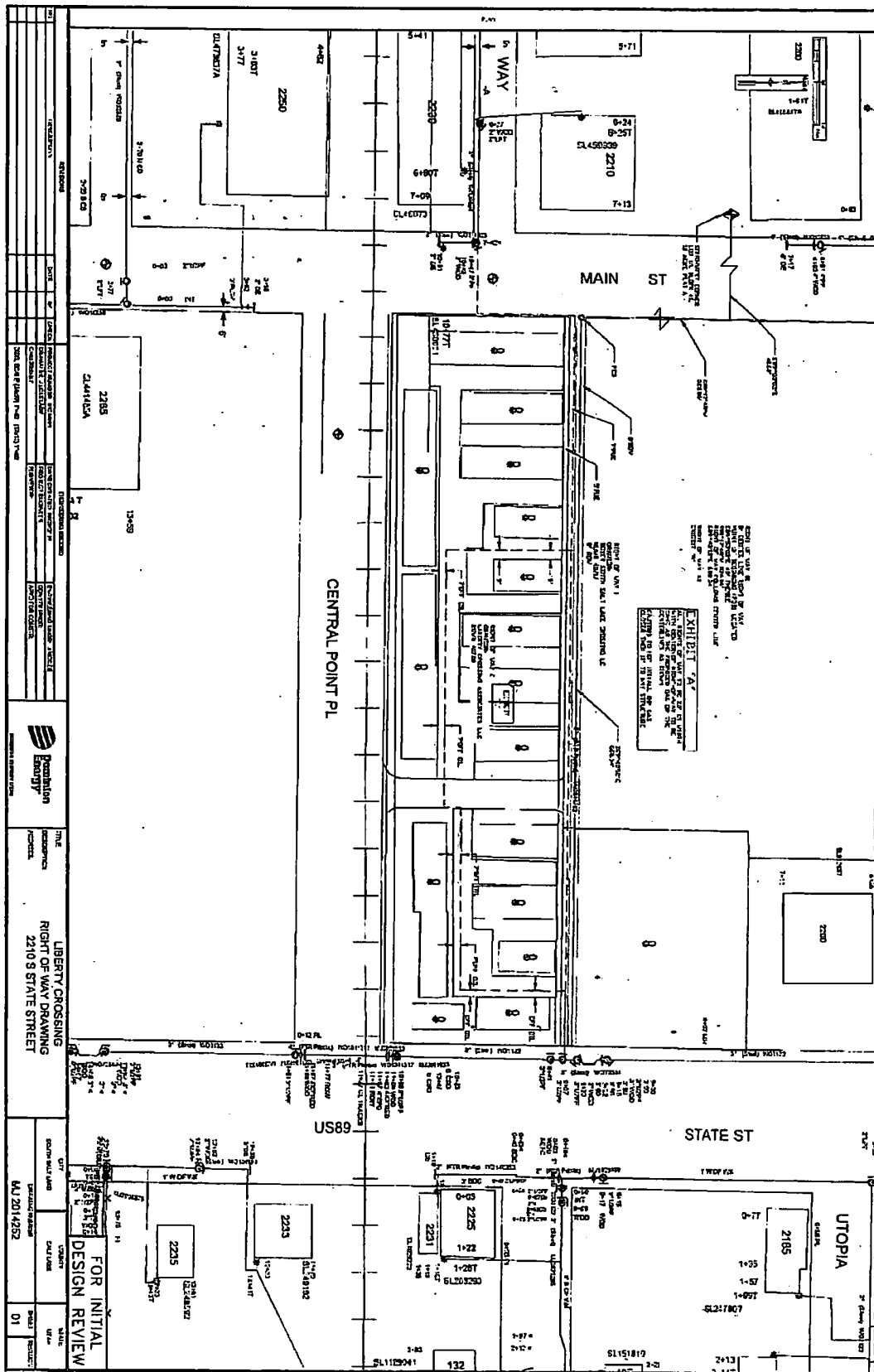
By 
Mark R. Cornelius
Vice President of Cowboy Partners, L.C.

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

On the 14th day of August, 2018 personally appeared before me Mark R. Cornelius, who, being duly sworn, did say that he is the Vice President of Cowboy Partners, L.C., a Utah limited liability company, Manager of Liberty Crossing Associates, LLC, a Utah limited liability company, and that the foregoing instrument was signed on behalf of said companies by authority of its Articles of Organization or its Operating Agreement.


Notary Public





PROJECT INFORMATION		DESIGNER		DATE	
PROJECT NAME	LIBERTY CROSSING	DESIGNER	PERKINS+WILL	DATE	01
CLIENT	PERKINS+WILL	PROJECT NO.	2210'S STATE STREET	SHEET NO.	01
DATE	01/20/15	SCALE	AS SHOWN	PROJECT NO.	2210'S STATE STREET
PROJECT NO.	2210'S STATE STREET	SCALE	AS SHOWN	PROJECT NO.	2210'S STATE STREET
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