

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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Book - 10713 Pg - 9065-9068
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.# 16-19-103-022-0000
16-19-103-023-0000

ACCESS EASEMENT GRANT
ROW#40717

BOYER SOUTH SALT LAKE CROSSING, L.C. ("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, an easement eight feet (8.00') in width solely to provide additional access to Grantee's pipelines, valves, valve boxes, cathodic monitoring and mitigation facilities, and Grantee's gas transmission and distribution facilities (the "Facilities") located within (a) that certain Right-of-Way and Easement Grant ROW #40720 dated Aug 14, 2018, granted by Liberty Crossing Associates, LLC, a Utah limited liability company, and recorded Sept 19, 2018, as Entry No. 12851734 in the official records of Salt Lake County, State of Utah, in Book 10713, at Page 9064, or (b) the public utility easement adjacent to Lot 2, of the Crossing at South Salt Lake Subdivision, as shown on the official plat thereof (the areas located in (a) and (b) collectively referred to as the "Facilities Locations"), for the sole purpose to construct, maintain, operate, repair, alter, inspect, protect, make connections to, remove and replace such Facilities within the Facilities Locations, through and across the following described land and premises situated in the County of Salt Lake, State of Utah, which access easement (the "Access Easement") is more particularly described as follows, to-wit:

Beginning at a point on the East boundary of Main Street which point is North 0°17'48" East 11.00 feet from Southwest corner of said Lot 1 in The Crossing at South Salt Lake Subdivision, said point of beginning also being South 89°53'02" East 40.00 feet and South 0°17'48" West 326.06 feet from the Southwest Corner of said Lot 10, Block 40, of 10-Acre Plat "A"; and running thence South 89°42'12" East 688.34 feet along the Centerline of said Right of Way, which Centerline is 11' North and Parallel to the South Boundaries of said Lots 1 and 3 in The Crossings at South Salt Lake Subdivision to a point of terminus on the West Boundary of State Street.

Nothing herein shall be construed as authorizing Grantee to install any Facilities upon the Access Easement.

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 said Access Easement subject to the terms of this Access Easement Grant. This Access 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.

Without limiting the generality of the foregoing, Grantor(s) and Grantee do hereby covenant, warrant and agree as follows:

1. This Access Easement Grant specifically authorizes Grantee the right to use the Access Easement for a temporary period not to exceed twenty-one (21) days (the “**Temporary Construction Period**”) from the date of this Access Easement Grant to facilitate the initial construction and installation of the Facilities within the Facilities Locations and during such period it is anticipated that there will be temporary periods when the Access Area will be blocked to protect others from potential harm or interference with such construction activities.

2. Notwithstanding anything contrary in this Access Easement Grant, Grantor shall have the absolute right, in Grantor’s sole discretion, to construct any improvement which does not impede reasonable access, and to maintain, repair, and temporarily block access for a reasonable period of time (when repaving, landscaping, or repairing existing improvements) to the Access Easement without the consent of Grantee.

3. 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; provided, however, nothing herein shall be construed as absolving Grantee from the consequences of its own acts or omissions.

4. Grantee shall not unreasonably disrupt or alter any improvements within or adjacent to the Access Easement, and will promptly restore any disrupted improvements to as near as practicable their original condition. Additionally, except for during the Temporary Construction Period described in Section 1, Grantee shall not unreasonably block the Access Easement or adjacent property in any manner whatsoever during any period of maintenance, repair, inspection or replacement of the Facilities.

5. Grantee agrees that all of its maintenance, repair, and replacement activities within the Access Easement shall be conducted within a seventy-two (72) hour period, and upon reasonable prior written notice to the affected Lot owner (unless in an emergency circumstance, in which case notice shall be given as soon as reasonably possible). Should such maintenance, repair and replacement activities require more time to complete than as set forth above, excluding emergency circumstances which do not permit advanced scheduling, prior written consent for such maintenance, repair, and replacement activities shall be obtained from the affected Lot owner; such consent not to be unreasonably withheld, conditioned, or delayed.

This Access Easement Grant 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.

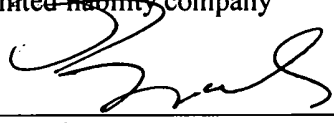
[Signature Page Follows]

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 18th day of September, 2018.

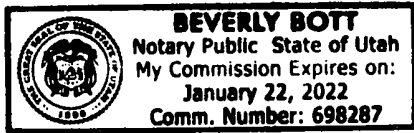
Boyer South Salt Lake Crossing, L.C.

By its Manager, The Boyer Company, L.C.,
a Utah limited liability company

By: 
Brian Gochnour, Manager

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

On the 18th day of September, 2018 personally appeared before me Brian Gochnour who, being duly sworn, did say that he/she is a Manager of The Boyer Company, L.C., a Utah limited liability company, the Manager of Boyer South Salt Lake Crossing, L.C., 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