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WHEN RECORDED MAIL TO:  
Questar Gas Company  
P.O. Box 45360, Right-of-way  
Salt Lake City, UT 84145-0360  
MJ 2012104 .lp; YJ

12604179  
08/25/2017 03:27 PM \$19.00  
Book - 10592 Pg - 2945-2949  
ADAM GARDINER  
RECORDER, SALT LAKE COUNTY, UTAH  
QUESTAR GAS COMPANY  
PO BOX 45360  
SLC UT 84145-0360  
BY: DKP, DEPUTY - WI 5 P.

Space above for County Recorder's use  
PARCEL I.D.# 15-01-182-001-0000  
15-01-252-001-0000

**RIGHT-OF-WAY AND EASEMENT GRANT**  
**RW40521 & RW 40522**

PIERPONT TPII LLC, A DELAWARE 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 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 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;

RW 40521:

Beginning at a point on the Easterly Boundary Line of an entire tract of land, said point being North 115.00 feet and East 410 feet and South 95 feet from the Southwest Corner of Lot 3, Block 61, Plat "A", Salt Lake City Survey and running thence:

South 20.00 feet to a point on the Southerly Boundary Line of said entire tract;

thence West 298.43 feet along said Southerly Boundary Line,

thence North 88°14'58" West 29.09 feet;

thence North 3.81 feet to a point Northwesterly parallel with and 8.50 feet distant from the center line of a historic spur track,

thence Northwesterly 49.48 feet along the arc of a 139.20 foot radius curve to the right, chord bears North 69°02'36" West 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 88°14'58" East 54.16 feet;

thence South 8.65 feet;

thence East 125.53 feet;  
thence North 8.00 feet;  
thence East 193.79 feet to the Point of Beginning.

Contains 5,983 Sq. Ft., .014 Acres.

Parcel No.: 05-01-182-001

Also: RW 40522

Beginning at the Southeast Corner of an entire tract of land, said point being West 150.00 feet from the Southeast Corner of Lot 8, Block 61, Plat "A", Salt Lake City Survey and running thence

West 100.00 feet along the Southerly Boundary Line of said entire tract;  
thence North 20.00 feet along the Westerly Boundary Line of said entire tract;  
thence East 100.00 feet to a point on the Easterly Boundary Line of said entire tract;  
thence South 20.00 feet along said Easterly Boundary Line to the Point of Beginning.

Contains 2,001 Sq. Ft., .046 Acres.

Parcel No.: 05-01-252-001

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 reasonable 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 and Grantee do 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. Subject to the provisions hereof, 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, except as provided herein.

6. Grantee acknowledges and agrees that the easement granted by this Right-of-Way and Easement Grant is intended to fully replace, substitute, and supersede: (a) that certain Right-of-Way and Easement Grant, recorded on January 23, 2015 as Entry No.: 11981318, in Book 10290, at Pages 8591-8594; and (b) that certain Right-of-Way and Easement Grant, recorded on January 23, 2015 as Entry No.: 11981319 in Book 10290, at Pages 8595-8598 in the Salt Lake County Recorder's Office (collectively the "Prior Easements"). Upon recordation of this Right-of-Way and Easement in the Salt Lake County Recorder's Office, the Prior Easements shall be deemed automatically quitclaimed, terminated, vacated and released of record by Grantee. Grantee agrees to execute and deliver to Grantor an instrument, in recordable form, confirming such quit-claim, termination release and vacation, if requested by Grantor.

7. Notwithstanding anything contained herein to the contrary, Grantee shall, within a reasonable period of time, repair any damage caused to Grantor's land and the improvements thereon resulting from the reconstruction, operation, replacement or maintenance of Grantee's Facilities as near as reasonably possible to its pre-construction condition.

8. In connection with any future development or redevelopment of Grantor's property, Grantee shall be responsible for any relocation costs and expenses related to any service lines, meters, or other facilities servicing anyone other than Grantor or its successor in interest as the owner of the property encumbered by this right-of-way and easement.


This right-of-way shall be binding upon and inure to the benefit of the successors and assigns of Grantor 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.

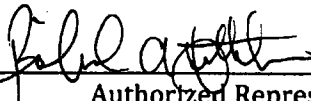
WITNESS the execution hereof this 7<sup>th</sup> day of August, 2017.

GRANTOR:  
PIERPONT TPII LLC,  
a Delaware limited liability company

By: Timberlane Partners II LLC,  
A Delaware limited liability company,  
Its Manager

By:   
David Enslow, Manager

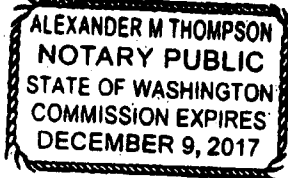
GRANTEE:  
QUESTAR GAS COMPANY

By:   
Authorized Representative

[Notary Acknowledgements on Following Page]

STATE OF ~~UTAH~~ WA )  
 ) ss.  
COUNTY OF King )

On the 7<sup>th</sup> day of August, 2017 personally appeared before me David Enslow who, being duly sworn, did say that he is a Manager of Timberlane Partners II, LLC, which is a Manager of PIERPONT TPII LLC, and that the foregoing instrument was signed on behalf of said company by authority of its Articles of Organization or its Operating Agreement.

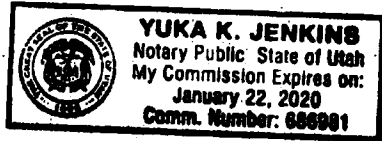


*Alexander M. Thompson*

Notary Public

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

On the 2<sup>nd</sup> day of August, 2017, personally appeared before me Richard A. Holstrom, who, being duly sworn, did say that he is Authorized Representative of QUESTAR GAS COMPANY, and that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors.



*Yuka K. Jenkins*

Notary Public