

Ent: 439194 - Pa 1 of 7  
Date: 11/10/2016 09:17 AM  
Fee: \$25.00  
Filed By: ce  
Jerry Houghton, Recorder  
Tooele County Corporation  
For: SADDLEBACK PASTURES LC

**When recorded, please return to:**  
Questar Gas Company  
P.O. Box 45360, Right-of-Way  
Salt Lake City, Utah 84145-0360

Tooele County APN: 04-071-0-0022 and 05-016-0-0026

## EASEMENT

(Off-Site Gas Easement Plat 3)

For the sum of one dollar, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **SKULL VALLEY COMPANY, LTD., a Utah limited partnership; UINTAH LAND COMPANY, L.C., a Utah limited liability company; BEAVER CREEK INVESTMENTS, L.C., a Utah limited liability company; and ARIMO CORPORATION, an Idaho corporation qualified to do business in the State of Utah,** (collectively "Grantors"), whose address is 925 West 100 North, Suite F, P.O. Box 540478, North Salt Lake, Utah, 84054, hereby grant, convey, sell and set forth unto **QUESTAR GAS COMPANY, a Utah corporation** ("Grantee"), whose address is P.O. Box 45360, Salt Lake City, Utah, 84145-0360, a perpetual non-exclusive right-of-way and easement (collectively the "Easement") to lay, maintain, operate, repair, inspect, protect, install, remove and replace one (1) buried natural gas pipeline and related facilities (collectively the "Facilities"), insofar as they lie within the property of the Grantor, said Easement being situate in Lake Point, Tooele County, State of Utah, over, through and under a parcel of the Grantors' land lying being legally described on **Exhibit "A"** attached hereto and graphical depicted on **Exhibit "B"** attached hereto.

TO HAVE AND TO HOLD the same unto the said Grantee, its successors and assigns, so long as such Facilities shall be maintained, with the right of ingress and egress in said Grantee, its officers, employees, representatives, agents and assigns to enter upon the Easement with such equipment as is necessary to lay, maintain, operate, repair, inspect, protect, install, remove and replace the Facilities.

During construction and maintenance periods, Grantee and its agents may use such portions of Grantors' property along and adjacent to the Easement as may be reasonably necessary in connection with the construction or repair of the Facilities. Grantee shall be responsible for restoring all property within Easement, as such property relates to the Facilities and through which the work traverses, to as near its original condition as is reasonably possible, provided the Grantee shall not be responsible for restoring large vegetation such as trees or mature shrubs or for restoration of any buildings or other improvements (other than roadways or other underground utilities).

By accepting this Easement, the Grantee hereby agrees to comply with the depth requirements shown on Exhibit "B" attached hereto relating to the vertical placement of Grantee's Facilities in order to avoid conflicts with other utilities and improvements.

Grantors shall have the right to use the land area covered by this Easement, including but not limited to the right to construct and to install such roadways, streets, trails, drainage ditches, pipelines, other wet and dry utilities over, under, through, and across Grantors' lands

encumbered by this Easement, provided such use shall not unreasonably interfere with the Facilities, or any other rights granted to the Grantee hereunder. Grantors shall not build or construct or permit to be constructed over and across the lands encumbered by this Easement, any permanent buildings upon the portion of Grantors' land covered by this Easement.

In the event that Grantors develop all or a portion of the real property encumbered by this Easement, by recording a subdivision plat with the office of the Tooele County Recorder which creates and dedicates public utility easements covering the Grantee's Facilities, the Grantee shall execute and deliver to Grantors a termination of easement document releasing and terminating the portion of the Easement that is no longer needed to provide the Grantee a right-of-way and easement for such portion of the Grantee's Facilities.

This Easement shall be binding upon and inure to the benefit of the successors and assigns of the Grantor and the successors and assigns of the Grantee and may be assigned in whole or in part by Grantee

IN WITNESS WHEREOF, the Grantors have executed this Easement this 3rd day of November, 2016.

**GRANTORS:**

SKULL VALLEY COMPANY, LTD.,  
a Utah limited partnership

By: ROBINSON SVCGP, L.C.,  
a Utah limited liability company, as General Partner

By: Christopher F. Robinson  
Christopher F. Robinson, Manager

By: FREED SVCGP, L.C.,  
A Utah limited liability company, as General Partner

By: Paul L. Freed  
Paul L. Freed, Manager

UINTAH LAND COMPANY, L.C.,  
a Utah limited liability company

By: Christopher F. Robinson  
Christopher F. Robinson, Manager

BEAVER CREEK INVESTMENTS, L.C.,  
a Utah limited liability company

By: Christopher F. Robinson  
Christopher F. Robinson, Manager

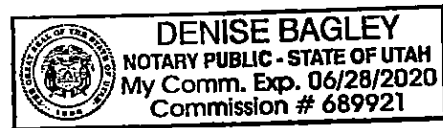
ARIMO CORPORATION,  
an Idaho corporation

By: Christopher F. Robinson  
Christopher F. Robinson, President

STATE OF UTAH            )  
                                      :SS.  
COUNTY OF DAVIS        )

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of November, 2016, by Christopher F. Robinson, the Manager of ROBINSON SVCGP, L.C., and Paul L. Freed, the Manager of FREED SVCGP, L.C., as General Partners of SKULL VALLEY COMPANY, LTD., a Utah limited partnership.

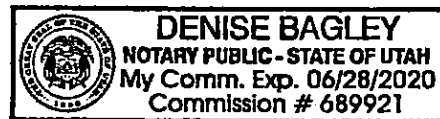
Denise Bagley  
Notary Public



STATE OF UTAH            )  
                                      :SS.  
COUNTY OF DAVIS        )

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of November, 2016, by Christopher F. Robinson, a Manager of UINTAH LAND COMPANY, L.C., a Utah limited liability company.

Denise Bagley  
Notary Public



STATE OF UTAH )  
 :SS.  
COUNTY OF DAVIS )

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of November, 2016, by Christopher F. Robinson, a Manager of BEAVER CREEK INVESTMENTS, L.C., a Utah limited liability company.

Denise Bagley  
Notary Public



STATE OF UTAH )  
 :SS.  
COUNTY OF DAVIS )

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of November, 2016, by Christopher F. Robinson, the President of ARIMO CORPORATION, an Idaho corporation.

Denise Bagley  
Notary Public



**EXHIBIT "A"**

**Legal Description of Easement**

Questar Easement

A ten (10) foot wide easement located in the Southwest Quarter of Section 36, Township 1 South, Range 4 West, and the Northwest Quarter of Section 1, Township 2 South, Range 4 West, Salt Lake Base and Meridian, lying five (5) feet each side of the following described centerline:

Beginning at a point that lies South 00°18'26" West along the section line 268.40 feet from the Southwest Corner of Section 36, Township 1 South, Range 4 West, Salt Lake Base and Meridian and running thence South 89°11'19" East 102.09 feet; thence northeasterly along the arc of a 355.00 foot radius tangent curve to the left, the center of which bears North 00°48'41" East, through a central angle of 54°04'19" a distance of 335.02 feet; thence North 49°05'51" East 282.89 feet; thence northeasterly along the arc of a 443.00 foot radius non-tangent curve to the left, the center of which bears North 39°04'24" West, through a central angle of 09°50'08" a distance of 76.05 feet; thence northeasterly along the arc of a 557.00 foot radius reverse curve to the right, the center of which bears South 48°54'32" East, through a central angle of 24°10'52" a distance of 235.08 feet to the POINT OF TERMINUS.

Containing 10,311 square feet or 0.237 acres.

Basis of bearing for this description being N 89°24'42" W between the Northeast Corner (Established N 00°51'10" E 306.03' from the found witness corner) and the North Quarter Corner of Section 2, T2S, R4W, SLB&M. (1983 Tooele County Dependent Resurvey monuments).

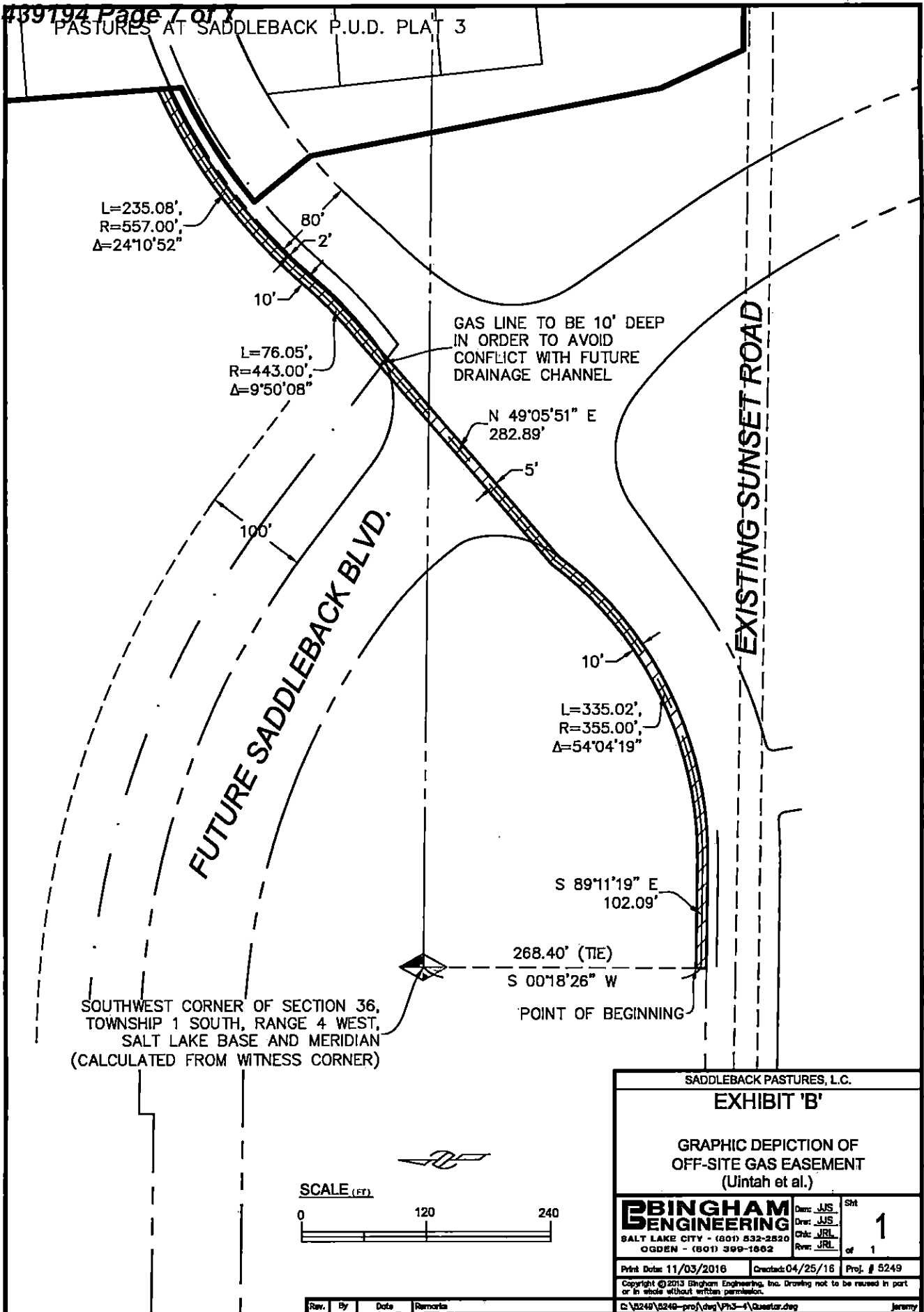
Tooele County Assessor Parcel Nos.: 04-071-0-0022 and 05-016-0-0026

**EXHIBIT "B"**

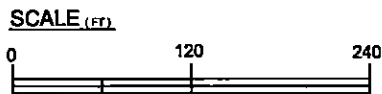
**GRAPHIC DEPICTION OF THE EASEMENT**

**[SEE ATTACHED]**

PASTURES AT SADDLEBACK P.U.D. PLAT 3



SOUTHWEST CORNER OF SECTION 36,  
TOWNSHIP 1 SOUTH, RANGE 4 WEST,  
SALT LAKE BASE AND MERIDIAN  
(CALCULATED FROM WITNESS CORNER)



|   |                                   |                 |
|---|-----------------------------------|-----------------|
| SADDLEBACK PASTURES, L.C.   |                                   |                 |
| <b>EXHIBIT 'B'</b>  |                                   |                 |
| GRAPHIC DEPICTION OF<br>OFF-SITE GAS EASEMENT<br>(Uintah et al.)  |                                   |                 |
| <b>BINGHAM<br/>ENGINEERING</b><br>SALT LAKE CITY - (801) 532-2520<br>OGDEN - (801) 399-1602                         | Draw: JJS                         | Sht<br><b>1</b> |
|   | Draw: JJS<br>Chk: JRL<br>Rev: JRL | of 1            |
| Print Date: 11/03/2016  | Created: 04/25/16                 | Proj. # 5249    |
| Copyright © 2013 Bingham Engineering, Inc. Drawing not to be reused in part or in whole without written permission. |                                   |                 |
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| Rev. | By | Date | Remarks |
|------|----|------|---------|
|      |    |      |         |

Jeremy