

WHEN RECORDED MAIL TO:

Dominion Energy Utah
1640 North Mountain Springs Parkway
Springville, UT 84663

University Mall Shopping Center, L.C.
575 E. University Parkway, Suite N260
Orem, UT 84097

University Mall.lc; YJ



ENT 39259:2018 PG 1 of 7
JEFFERY SMITH
UTAH COUNTY RECORDER
2018 Apr 27 2:03 pm FEE 22.00 BY CS
RECORDED FOR DOMINION ENERGY

Space above for County Recorder's use
PARCEL I.D.# 57:095:0003 &
57:090:006

RIGHT-OF-WAY AND EASEMENT GRANT
RW40637

UNIVERSITY MALL SHOPPING CENTER, L.C., a Utah limited liability company ("**Grantor**"), grants 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 non-exclusive right-of-way and easement 16 feet in width 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**"), said right-of-way being situated in the County of Utah, State of Utah, as shown in **Exhibit "A"** and more particularly described as follows, to-wit:

16' Wide Easement (460 to 570 East, 1150S)

A portion of parcels with Tax ID Nos. 57:095:0003 and 57:090:0006, situate in the Southeast Quarter (SE 1/4) of Section 23, Township 6 South, Range 2 East, Salt Lake Base and Meridian, said portion being a strip of land 16.00' wide, described as follows:

Beginning South 89°17'35" East along the south section line of the Southeast Quarter of said Section 23

484.32 feet and North 471.79 feet from the south quarter corner of said Section 23 and running thence

North 21°14'00" West 16.00 feet; thence North 68°46'00" East 19.38 feet; thence South 88°37'01" East 150.11 feet; thence South 66°27'01" East 17.26 feet; thence South 88°59'24" East 88.59 feet; thence North 01°00'36" East 25.11 feet to the northerly property line of Lot 3 of the University Mall

Subdivision Plat 'A'-Lot 3 And Lot 6 Amended, according to the official plat thereof, as recorded in the Office of the Utah County Recorder; thence along said northerly property line of Lot 3 South 89°17'35" East 16.00 feet; thence departing said northerly property line South 01°00'36" West 25.19 feet; thence South 88°59'24" East 96.20 feet; thence North 01°00'36" East 25.70 feet to the northerly property line of Lot 6A of the University Mall Subdivision Plat 'A'-Lot 6 Amended, according to the official plat thereof, as recorded in the Office of the Utah County Recorder; thence along said northerly property line of Lot 6A South 89°17'35" East 16.00 feet; thence departing said northerly property line South 01°00'36" West 25.79 feet; thence South 88°59'24" East 204.79 feet; thence North 01°00'36" East 26.87 feet to the northerly property line of said Lot 6A; thence along said northerly property line of Lot 6A South 89°17'35" East 16.00 feet; thence departing said northerly property line South 01°00'36" West 26.95 feet; thence South 88°59'24" East 50.08 feet; thence South 01°00'36" West 16.00 feet; thence North 88°59'24" West 44.76 feet; thence South 00°44'37" West 11.20 feet; thence North 86°00'03" West 16.03 feet; thence North 00°44'37" East 10.36 feet; North 88°59'24" West 430.08 feet; thence North 66°27'01" West 17.32 feet; thence North 88°37'01" West 143.77 feet; thence South 68°46'00" West 16.18 feet to the Point of Beginning.

The above-described portion contains 12,158 square feet or 0.279 acres.

BASIS OF BEARING

South 89°17'35" East, being the bearing of the south section line of the Southeast Quarter of said Section 23.
the **Point of Termination**.

TO HAVE AND TO HOLD the same unto said Grantee, its successors and assigns, so long as such Facilities shall be used and 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 reasonably 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 the right-of-way and easement, 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 hereby 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, or footings which impair the maintenance or operation of the Facilities without prior written consent of Grantee.

2. 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. Any trees or vegetation planted after the date of this Right-of-Way and Easement Grant in violation of this provision may be removed by Grantee without any obligation of restoration or compensation.

3. Grantor shall not place personal property within the right-of-way that unreasonably interferes with the maintenance or operation of the Facilities.

4. 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 unreasonably injure or interfere with Grantee's use, occupation or enjoyment of this easement and right-of-way.

5. Except in the event of relocation pursuant to Section 6 below, Grantee shall restore (as near as practicable) to its previous condition, at no cost to Grantor, any pavement, landscaping, curb and gutter or any other improvement, damaged in constructing, maintaining, repairing, removing or replacing the Facilities within said right-of-way.

6. Upon reasonable notice to Grantee, Grantor reserves the right to relocate this right-of-way and easement to a location reasonably acceptable to Grantee, at Grantor's sole cost and expense, including but not limited to the cost of granting a new right-of-way and easement, relocating the Facilities, and any attendant costs.



7. Nothing contained herein shall prohibit Grantor from building or constructing, or permitting to be built or constructed, curb and gutter, sidewalks, pavements, landscaping, or similar improvements over and across said right-of-way, so long as said improvements do not damage or unreasonably interfere with the Facilities.

8. Should Grantee decide to abandon the Facilities, Grantee shall provide notice to Grantor for such decision. In the event Grantee provides written notice of its intent to abandon the Facilities pursuant to this provision, it shall abandon the Facilities and this right-of-way and easement, and shall quit claim the right-of-way and easement to Grantor so as to extinguish the particular encumbrance from Grantor's title, provided, however, that nothing in this section shall be interpreted or construed that this easement and right-of-way to be automatically terminated without Grantee's written consent.

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.

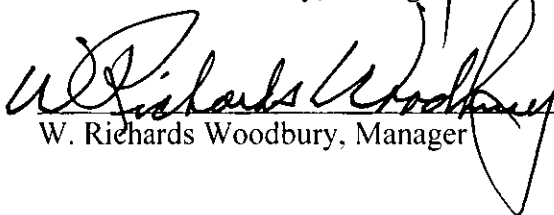
IN WITNESS WHEREOF, Grantor and Grantee have caused their company name and seal to be hereunto affixed this 27th day of March 2018.

GRANTOR:

**UNIVERSITY MALL SHOPPING CENTER, L.C., a
Utah limited liability company**

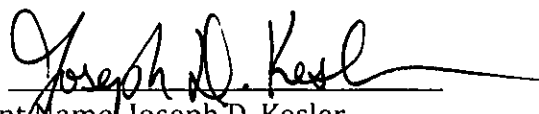
By: WOODBURY MANAGEMENT COMPANY,
L.C., a Utah limited liability company, Its Manager

By: 
O. Randall Woodbury, Manager

By: 
W. Richards Woodbury, Manager

GRANTEE:

**QUESTAR GAS COMPANY, a Utah corporation doing
business as Dominion Energy Utah**

By: 
Print Name: Joseph D. Kesler
Title: Authorized Representative

[Acknowledgments on the following page]

ACKNOWLEDGMENTS

STATE OF UTAH)
 : SS.
COUNTY OF SALT LAKE)

On the 14th day of March 2018, before me personally appeared O. RANDALL WOODBURY and _____, to me personally known to be a Manager of WOODBURY MANAGEMENT COMPANY, L.C., the company that executed the within instrument, known to me to be the person who executed the within instrument on behalf of said company therein named, and acknowledged to me that such company executed the within instrument pursuant to its governing documents.



[Signature]
Notary Public

STATE OF UTAH)
 : SS.
COUNTY OF SALT LAKE)

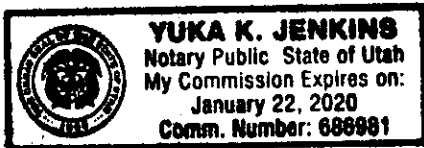
On the 13th day of March 2018, before me personally appeared W. Richards Woodbury and _____, to me personally known to be the Managers of WOODBURY MANAGEMENT COMPANY, L.C., the company that executed the within instrument, known to me to be the person who executed the within instrument on behalf of said company therein named, and acknowledged to me that such company executed the within instrument pursuant to its operating agreement.



[Signature]
Notary Public

STATE OF UTAH)
 : SS.
COUNTY OF Salt Lake)

On the 29th day of March 2018, personally appeared before me Joseph D. Kesler, 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.



[Signature]
Notary Public

[Handwritten initials]

Exhibit "A"

