

WHEN RECORDED MAIL TO:

Questar Gas Company  
P.O. Box 45360, Right-of-way  
Salt Lake City, UT 84145-0360

University Mall,lc: *[Signature]*



ENT 89435:2016 PG 1 of 5  
JEFFERY SMITH  
UTAH COUNTY RECORDER  
2016 Sep 13 4:31 pm FEE 18.00 BY MG  
RECORDED FOR QUESTAR

*Space above for County Recorder's use*  
PARCEL I.D.# 57:082:0203

**RIGHT-OF-WAY AND EASEMENT GRANT**

UNIVERSITY MALL SHOPPING CENTER, LC, a limited liability company of the State of Utah, Grantor, does hereby convey and warrant to QUESTAR GAS COMPANY, a corporation of the State of 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 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, and more particularly described as follows, to-wit:

Land of the Grantor located in Section 23, Township 6 South, Range 2 East, Salt Lake Base and Meridian;

10' Wide Easement (800 South and 650± East)

A 10 foot wide easement being 5' on each side of the following described centerline:

**Beginning** at a point on the south Right-of-Way of 800 South Street, said point being North 89°10'43" West 799.01 feet and South 54.90 feet from the East Quarter Corner (1/4) of Section 23, Township 6 South, Range 2 East, Salt Lake Base and Meridian, thence departing said Right-of-Way South 00°32'40" West 17.00 feet; thence North 89°25'11" West 18.87 feet to the west line of Lot 203 of the UNIVERSITY MALL PLAT A – LOT 201-203 SUBDIVISION, a proposed subdivision under review by Orem City and the **Point of Termination.**

*[Signature]*

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 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 does hereby covenant, warrant and agree as follows:

1. Grantor shall not build or construct, nor permit to be built or constructed, any building or other improvement over or across said right-of-way, nor change the contour thereof, within 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.
3. Grantor shall not place personal property within the right-of-way that materially impairs 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 injure or interfere with Grantee's use, occupation or enjoyment of this easement and right-of-way, without liability to Grantor.
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. Grantor reserves the right to relocate this right-of-way and easement, 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 interfere with said 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.

9. Within thirty (30) days of the completion of Grantee's initial construction, Grantee shall provide Grantor with an as-built depiction of the Facilities.

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 has caused its corporate name and seal to be hereunto affixed this 30<sup>th</sup> day of August, 2016.

**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:  \_\_\_\_\_

Name: Lynn S. Woodbury

Title: Manager

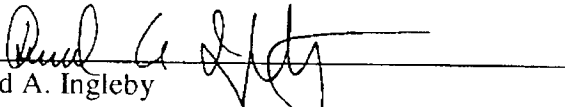
By:  \_\_\_\_\_

Name: Orin R. Woodbury

Title: Manager

**GRANTEE:**

Questar Gas Company, a Utah corporation

By:  \_\_\_\_\_

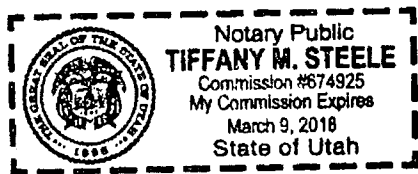
David A. Ingleby

Title: Manager of Property and ROW



STATE OF UTAH )  
COUNTY OF Salt Lake )<sup>SS</sup>

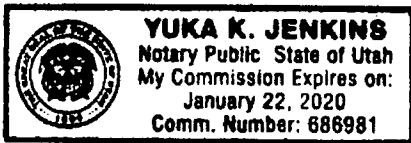
On the 30th day of Aug., 2016, personally appeared before me Lynn S. Woodbury and Orin R. Woodbury, to me personally known to be the MANAGERS OF WOODBURY MANAGEMENT COMPANY, L.C., known to be the Manager of UNIVERSITY MALL SHOPPING CENTER, L.C., the company that executed the within instrument, known 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 articles of organization.



[Signature]  
Notary Public

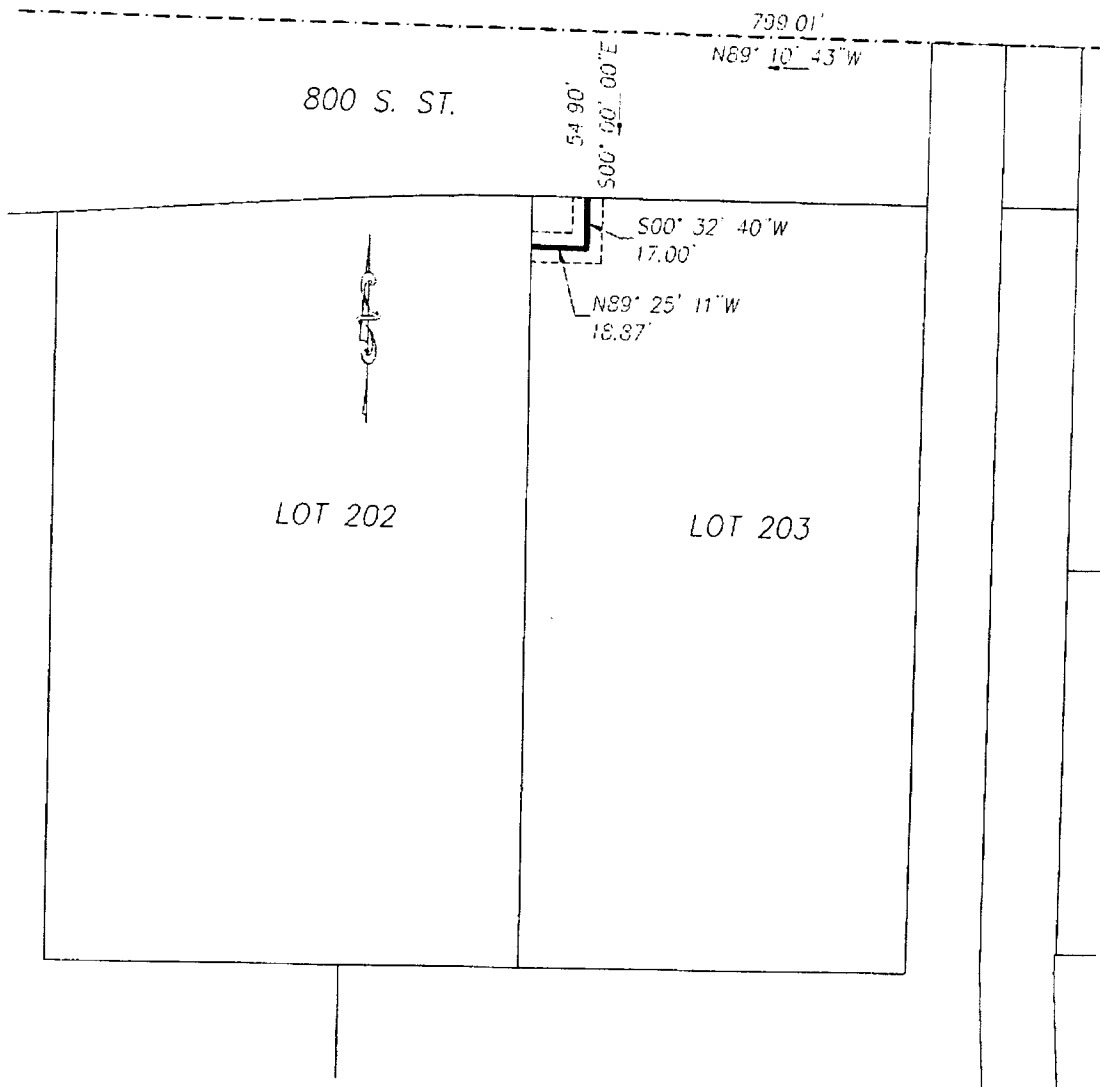
STATE OF UTAH )  
COUNTY OF Salt Lake )<sup>SS</sup>

On the 8th day of September, 2016, personally appeared before me David A. Ingleby, to me personally known to be the MANAGER OF PROPERTY AND ROW of QUESTAR GAS COMPANY, 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 articles of organization.



[Signature]  
Notary Public

[Handwritten mark]



P:\University Mall General - 1040\2005 - Quick Quack Car Wash Site Work\Legal Descriptions-New Plats\Gas Easement\Gas Easement-Quick-1040-2005.dwg