

WHEN RECORDED MAIL TO: Questar Gas Company P.O. Box 45360, Right-of-way Salt Lake City, UT 84145-0360 UT34575, Lone Peak Pkwy.cc;

11691747 07/26/2013 10:10 AM \$14.00 Book - 10162 P9 - 8410-8412 SARY W. OTT RECORDER, SALT LAKE COUNTY, UTAH QUESTAR GAS CO PO BOX 45360 RIGHT OF WAY SLC UT 84145-0360 BY: TMW, DEPUTY - WI 3 P.

Space above for County Recorder's use PARCEL I.D.# 27252000360000

RIGHT-OF-WAY AND EASEMENT GRANT UT34575

UCA Properties III , a non-profit corporation 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 right-of-way and easement 10 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 Salt Lake, State of Utah, and more particularly described as follows, to-wit:

Land of the Grantor located in Section 25, Township 3 South, Range 1 West, Salt Lake Base and Meridian;

the centerline of said right-of-way and easement shall extend through and across the above-described land and premises as follows, to-wit:

Beginning at a point being South 89°54'32" West 147.10 feet and South 1130.28 feet from North Quarter Corner of Section 25, Township 3 South, Range 1 West, Salt Lake Base and Meridian: and running;

thence South 0°13'23" West 10.00 feet; thence West 27.29 feet; thence South 0°13'23" West 128.90 feet; thence South 89°43'35" East 481.93 feet; thence South 0°06'01" West 63.02 feet; thence North 89°55'36" West 10.00 feet; thence North 0°06'01" East 53.05 feet; thence 89°43'35" West 481.95 feet; thence North 0°13'23" East 148.85 feet; thence East 37.29 feet to the point of beginning.

Contains 7,113 square feet. 0.163 acres.

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

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, 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. 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.
- 6. Grantor 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, his/her/its agents, employees, invitees or as a result of Grantor's negligence.

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 caffixed this Zday of	aused its corporate name and seal to be hereunto _, 20
PAUL SWAN Notary Public State of Utah My Commission Expires on: June 22, 2017 Comm. Number: 466101	By: Howard Headlee, President
STATE OF UTAH)) ss. COUNTY OF SALT LAKE)	
On the 19 day of July before me HOWARD HEADLEE the PRESIDENT and that the foregoing instrument was signed or resolution of its Board of Director or its acknowledged to me that said corporation duly expenses.	Bylaws, and said MOWARD HEADLEE

Notary Public