

WHEN RECORDED MAIL TO:

Questar Gas Company  
P.O. Box 45360, Right-of-way  
Salt Lake City, UT 84145-0360  
3007dist.le; RW01

11771152  
12/06/2013 10:21 AM \$16.00  
Book - 10197 Pg - 3361-3364  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
QUESTAR GAS COMPANY  
PO BOX 45360  
SLC UT 84145-0360  
BY: TAR, DEPUTY - WI 4 P.

Space above for County Recorder's use

PARCEL I.D.# 27-20-326-028

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

UT 22163 - /

THE DISTRICT, L.C., A Utah Limited Liability Company

"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 (referred to in this Grant as the "Easement") to lay, maintain, operate, repair, inspect, protect, remove and replace pipelines, valves, valve boxes and other gas transmission and distribution facilities (referred to in this Grant collectively as "Facilities") as follows: eight feet on each side of the centerlines shown on the attached plat, designated Exhibit "A", and by reference made a part of this Grant, which centerlines are within that certain development known as THE DISTRICT, in the vicinity of 11400 S. 3600 W., which development is more particularly described as:

Land of Grantor located in the Southwest Quarter of Section 20, Township 3 South, Range 1 West, Salt Lake Base and Meridian;

LOT 3, THE DISTRICT A COMMERCIAL SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT RECORDED WITH THE SALT LAKE COUNTY RECORDER, STATE OF UTAH.

The purpose of this Corrective Right-of-Way and Easement Grant is to change the legal description and Exhibit "A" map of that certain Right-of-Way and Easement Grant dated March 29, 2006 and recorded April 13, 2006 as Entry 9693490 Book 9280 Page 1084-1087 of the Salt Lake County Recorder. This corrective document will correct only the areas as shown as proposed gas.

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 caused its corporate name and seal to be hereunto affixed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

This Grant shall be binding upon the successors and assigns of Grantor(s) and may be assigned in whole or in part by Grantee without further consideration.

It is hereby understood that any person(s) securing this Grant on behalf of Grantee are without authority to make any representations, covenants or agreements not expressed in this Grant.

WITNESS the execution hereof this 18 day of November, 2013.

THE DISTRICT, L.C.

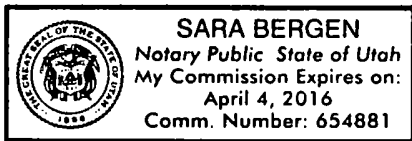
By- BOYER DISTRICT HOLDINGS, L.C., MANAGER

By- THE BOYER COMPANY, L.C., MANAGER

By- [Signature]  
Its- MANAGER

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

On the 18<sup>th</sup> day of November, 2013, personally appeared before me Jacob L. Boyer who, being duly sworn, did say that he/she is a Manager of THE BOYER COMPANY, L.C., MANAGER BOYER DISTRICT HOLDINGS, L.C., MANAGER THE DISTRICT, L.C., and that the foregoing instrument was signed on behalf of said company by authority of it's Articles of Organization or it's Operating Agreement.



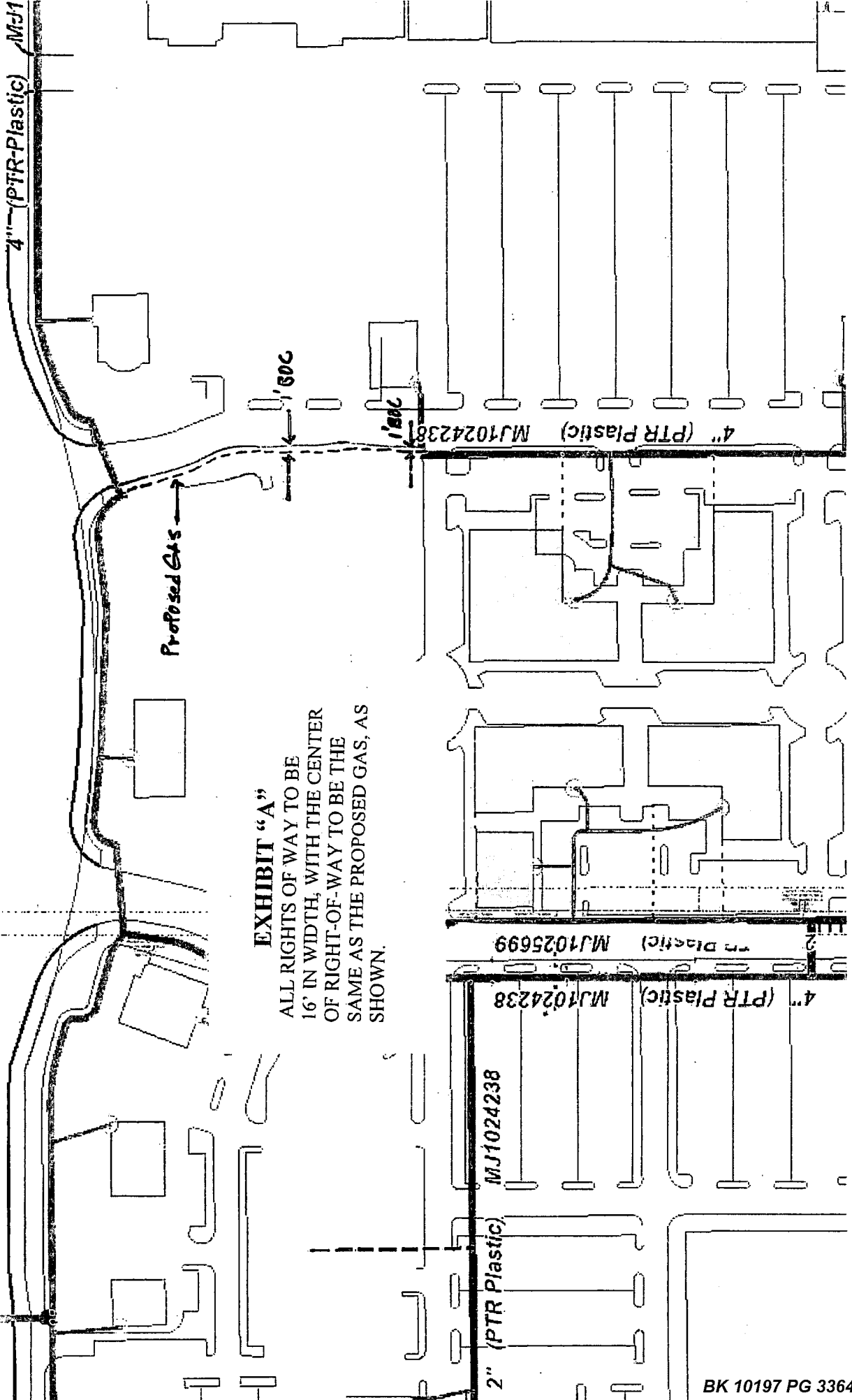
[Signature]  
Notary Public

W 13400 S

4" (PTR Plastic) MJ1

W 13400 S

W 13400 S



**EXHIBIT "A"**

ALL RIGHTS OF WAY TO BE 16' IN WIDTH, WITH THE CENTER OF RIGHT-OF-WAY TO BE THE SAME AS THE PROPOSED GAS, AS SHOWN.