GO. REGORDER

THE REPORT OF THE PROPERTY OF

WHEN RECORDED MAIL TO: Questar Gas Company P.O. Box 45360, Right-of-way Salt Lake City, UT 84145-0360 40343.lc; 12594666 08/11/2017 01:11 PM **\$14.00** Book - 10587 Ps - 4121-4123 JULIE DOLE RECORDER, SALT LAKE COUNTY, UTAH QUESTAR GAS COMPANY PO BOX 45360 SLC UT 84145-0360 BY: EEP, DEPUTY - WI 3 P.

Space above for County Recorder's use PARCEL I.D.# 1619235006000

RIGHT-OF-WAY AND EASEMENT GRANT 40343

LIBERTY PLACE ASSOCIATES, LLC , 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 10 feet in width to construct, lay, maintain, operate, repair, alter, inspect, protect, make connections to, remove and replace pipelines, valves, valve boxes and other gas transmission and distribution facilities (hereinafter collectively called "Facilities"), through and across the following described land and premises situated in the County of Salt Lake, State of Utah, and more particularly described as follows, to-wit:

Land of the Grantor located in the Southwest Quarter of Section 19, Township 1 South, Range 1 East, 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 South 89°58'51" East 211.37 feet and South 00°04'56" West 31.41 feet from a brass cap monument with ring and lid located at the intersection of 600 East and Wilmington Avenue, thence South 00°04'56" West 162.42 feet, thence South 78°06'20" West 43.27 feet to the point of termination.

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(s) 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(s) does hereby covenant, warrant and agree as follows:

- 1. Grantor(s) 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, provided however, that nothing contained herein shall prohibit Grantor from building or constructing, or permitting to be built or constructed curb and gutter, sidewalks, pavement, landscaping, fences or similar improvements over and across said right-of-way, so long as said improvements do not damage or unreasonably interfere with said facilities.
- 2. Grantor(s) shall not change the contour within the right-of-way without prior written consent of Grantee.
- 3. Grantor(s) 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(s) shall not place personal property within the right-of-way that impairs the maintenance or operation of the Facilities.
 - 5. Grantee, following the installation or maintenance, of the Facilities shall restore the surface of the right-of-way and easement, and any improvements, including fences, to, as near as practicable, the condition of the surface, prior to said installation or maintenance.
 - 6. 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(s), and without any obligation of restoration or compensation.

This right-of-way shall be binding upon and inure to the benefit of the successors and assigns of Grantor(s) and the successors and assigns of Grantee, and may be assigned in whole or in part by Grantee.

A THE SECRETARY OF THE

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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.			
WITNESS the execution hereof this	4th day of	August	, 20 <u>17</u> .
		LACE ASSOCIAT	•
		PARTNERS, L.C. ted Liability Comp	any, by its manager
		GROUP, LC. ted Liability Comp	any
	Ву	Daniel	C. Lofgren, Manager
·.			
STATE OF UTAH) ss.			•
COUNTY OF)			
On the Ath day of Avaust , 2017 personally appeared before me who, being duly sworn, did say that he/she is a Mathager of Coulom Group LC , and that the foregoing instrument was signed on behalf of said company by authority of its Articles of Organization or its Operating Agreement.			
MARY BRADSHAW NOTARY PUBLIC - STATE OF UTAH My Comm. Exp. 06/28/2020 Commission # 689760		Muy Brad	Notary Public