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W2757307

WHEN RECORDED MAIL TO:
Questar Gas Company
P.O. Box 45360, Right-of-Way
Salt Lake City, UT 84145-0360
Claradon Village Apts..lc; yj

E# 2757307 PG 1 OF 4
LEANN H KILTS, WEBER COUNTY RECORDER
23-SEP-15 304 PM FEE \$16.00 DEP TN
REC FOR: GPC PROPERTY & RIGHT-OF-WAY

Space above for County Recorder's use
PARCEL I.D.# 08-028-0079 *of 91*

RIGHT-OF-WAY AND EASEMENT GRANT
ROW# 28989

MIDLAND PARTNERS ONE, LLC, "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 twenty (20) 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") as follows: Ten feet on each side of the centerlines shown on the attached drawing, designated Exhibit "A", and by reference made a part of the Grant, which centerlines are within that certain development known as the CLARADON VILLAGE APTS, 3560 S MIDLAND DR., in West Haven, Weber County, State of Utah, which development is more particularly described as follows, to-wit:

Land of the Grantor located in the West Half of Section 2, Township 5 North, Range 2 West, Salt Lake Base and Meridian;

THAT PORTION OF THE FOLLOWING DESCRIBED PROPERTY WITHIN THENORTHWEST QUARTER OF SECTION 2, AND WITHIN THE TAYLOR WESTWEBER WATER SEWER IMPROVEMENT DISTRICT, SAID FOLLOWINGDESCRIBED PROPERTY ALSO ABUTS PARCEL 08-028-0080 ON THE EAST,AND FRONTS ALONG MIDLAND DRIVE AS APPEARING JANUARY 2015: PARTOF THE WEST HALF OF SECTION 2, TOWNSHIP 5 NORTH, RANGE 2 WEST,SALT LAKE BASE & MERIDIAN, US SURVEY, DESCRIBED AS FOLLOWS:BEGINNING AT A POINT ON THE EASTERLY RIGHT OF WAY LINE OFMIDLAND DRIVE, SAID POINT BEING NORTH 00D51'40" EAST 891.01FEET AND SOUTH 89D08'20" EAST 2417.79 FEET FROM THE WESTQUARTER CORNER OF SAID SECTION 2, THENCE SOUTH 44D09'52" EAST344.87 FEET, THENCE SOUTH 00D41'05" WEST 695.65 FEET TO THENORTHERLY RIGHT OF WAY LINE OF HINKLEY DRIVE (SR 79), THENCEALONG SAID NORTHERLY RIGHT OF WAY LINE THE FOLLOWING THREE (3)COURSES: (1) SOUTH 34D21'17 WEST 6.08 FEET (2) SOUTH 77D38'44"WEST 206.47 FEET, AND (3) SOUTH 86D00'00" WEST 204.79 FEET,THENCE NORTH 04D00'00" WEST 82.80 FEET, THENCE SOUTH 86D40'43"WEST 19.63 FEET, THENCE NORTH 03D19'17" WEST 26.64 FEET,THENCE SOUTH 85D22'02" WEST 41.76 FEET, THENCE NORTH 00D31'13"WEST 118.73 FEET, THENCE NORTH 03D19'17" WEST 155.07 FEET.THENCE ALONG A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF130.55 FEET, A RADIUS OF 188.00 FEET, A CHORD BEARING OF NORTH23D12'55" WEST AND A CHORD LENGTH OF 127.94 FEET, THENCE SOUTH46D53'29" WEST 28.84 FEET, THENCE NORTH 45D04'30" WEST 152.26FEET TO THE EASTERLY RIGHT OF WAY LINE OF MIDLAND DRIVE THENCENORTH 45D50'00" EAST ALONG SAID EASTERLY RIGHT OF WAY LINE606.90 FEET TO THE POINT OF BEGINNING.

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 and easement 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 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 and easement, 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 and easement 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 and easement, without prior written consent of Grantee.
4. Grantor shall not place personal property within the right-of-way and easement 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 right-of-way and 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 and easement shall be binding upon and inure to the benefit of the successors and assigns of Grantors 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.

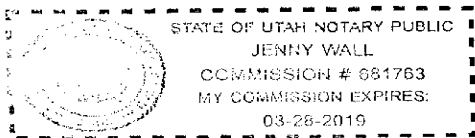
WITNESS the execution hereof this 11 day of Sept., 2015.

**GRANTOR:
MIDLAND PARTNERS ONE, LLC**

By- *[Signature]*
Manager

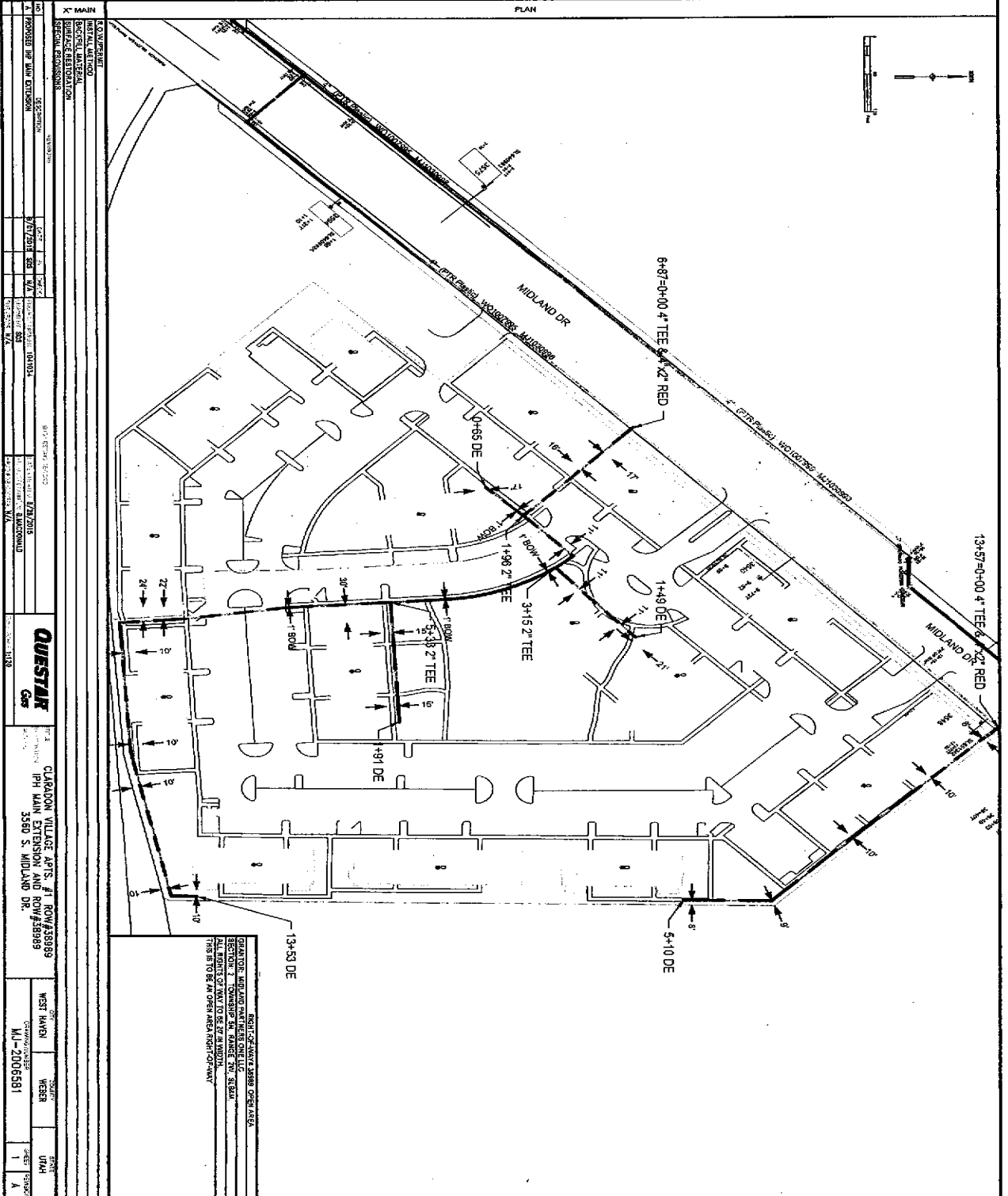
STATE OF UTAH)
COUNTY OF DAVIS) ss.

On the 11 day of Sept., 2015 personally appeared before me Neil Wall who, being duly sworn, did say that he/she is a Manager of MIDLAND PARTNERS ONE, LLC, and that the foregoing instrument was signed on behalf of said company by authority of its Articles of Organization or it's Operating Agreement.



Jenny Wall
Notary Public

EXHIBIT "A"



X" MAIN		DATE		DRAWN BY		CHECKED BY	
PROPOSED 12\"/>							



CLARADON VILLAGE APTS. #1 ROW#38989
 PH MAIN EXTENSION AND ROW#38989
 3580 S. MIDLAND DR.

WEST TOWER WESTERN
 MI-2006581

GRANTOR: MIDLAND TOWER ONE LLC
 GRANTEE: WESTERN ENERGY SERVICES
 THIS IS TO BE AN OPEN AREA RIGHT GRANT