

WHEN RECORDED MAIL TO:

Questar Gas Company
P.O. Box 45360, Right-of-way
Salt Lake City, UT 84145-0360
L38128.lp;

E 2818439 B 6082 P 5-7
RICHARD T. NAUGHAN
DAVIS COUNTY, UTAH RECORDER
08/15/2014 09:30 AM
FEE \$14.00 Pgs: 3
DEP RT REC'D FOR QUESTAR GAS COMPA
NY

RETURNED
AUG 15 2014

Space above for County Recorder's use
PARCEL I.D.# 08-072-0105 0025

RIGHT-OF-WAY AND EASEMENT GRANT
38128

9045 LIMITED LIABILITY COMPANY

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 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"), through and across the following described land and premises situated in the County of Davis, State of Utah, and more particularly described as follows, to-wit:

Land of the Grantor located in Section 23, Township 3 North, Range 1 West, Salt Lake Base and Meridian;

Beginning at a point on the Westerly Right-of-Way line of 1100 West Street, said point being also South 00°07'49" East along the Section line, 301.18 feet and West 66.00 feet from the East Quarter Corner of Section 23, Township 3 North, Range 1 West, Salt Lake Base and Meridian; and running thence, along said Westerly Right-of-Way line South 00°07'49" East 3.74 feet; thence West 49.77 feet; thence North 34°05'36" West 707.04 feet; thence North 34°09'42" West 245.06 feet; thence North 34°19'38" West 250.18 feet to the Southerly Right-of-Way line of Clark Lane; thence along said Southerly Right-of-Way line, South 89°47'40" East 48.16 feet; thence South 34°02'34" East 221.65 feet; thence South 34°09'47" East 247.56 feet; thence South 34°27'51" East 730.73 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 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.

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 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.

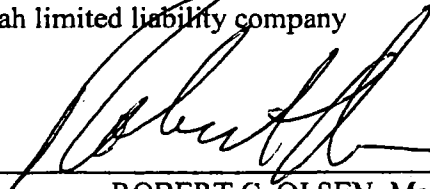
6. Grantor(s) agrees to indemnify, hold harmless and defend Grantee, its agents and employees, from all claims, mechanics liens, demands, damages, actions, costs and charges for personal injury and property damage, and any other liabilities, including attorney's fees, arising out of or by any reason of Grantor's use of the easement or any activities conducted thereon by Grantor(s), 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(s) 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 1st day of August, 2014.

9045 LIMITED LIABILITY COMPANY,
a Utah limited liability company

By- 
ROBERT C. OLSEN, Manager

STATE OF UTAH)
) ss.
COUNTY OF Salt Lake)

On the 1st day of August, 2014 personally appeared before me
Robert Olsen who, being duly sworn, did say
that he/she is a Manager of 9045, LLC, 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.


Notary Public

