

WHEN RECORDED MAIL TO:

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



ENT 41953:2014 PG 1 of 4
JEFFERY SMITH
UTAH COUNTY RECORDER
2014 Jun 19 1:52 pm FEE 17.00 BY EO
RECORDED FOR UNIVERSITY MALL SHOPPING

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

RIGHT-OF-WAY AND EASEMENT GRANT

UNIVERSITY MALL SHOPPING CENTER, LC, a limited liability company 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 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 Utah, State of Utah, and more particularly described as follows, to-wit:

Land of the Grantor located in Section 23, Township 6 South, Range 2 East, Salt Lake Base and Meridian;

20' Wide Easement (1000 South and 700 East)

-A 20 foot wide easement being 10' on each side of the following described centerline:

Beginning at a point which is North 00°12'36" West, along the section line 1317.11 feet and South 89°47'24" West, 353.20 feet from the Southeast Corner of Section 23, Township 6 South, Range 2 East, Salt Lake Base and Meridian; and running thence North 89°10'36" West, 177.48 feet; thence South 89°59'41" West, 159.86 feet; thence North 00°01'03" East, 470.76 feet to a point on a 127.50 foot radius curve to the right; thence 54.06 feet along said curve through a central angle of 24°17'36" (chord bears North 12°09'51" East, 53.66 feet); thence North 24°18'39" East, 15.46 feet to a point on a 172.50 foot radius curve to the left; thence 72.16 feet along said curve through a central angle of 23°58'02" (chord bears North 12°19'38" East, 71.63 feet); thence North 00°20'38" East, 40.03 feet; thence North 07°08'55" East, 50.64 feet; thence North, 132.73 feet; thence North 02°24'56" West, 173.62 feet; thence North 00°37'17" East, 277.14 feet to the southerly right of way line of 800 south street and the point of terminus.

26' Wide (East/West) and 10' Wide (North/South) Easement

Beginning at a point which is North 00°12'36" West, along the section line 1347.92 feet and South 89°47'24" West, 106.43 feet from the Southeast Corner of Section 23, Township 6 South, Range 2 East, Salt Lake Base and Meridian; and running thence North 89°10'37" West, 10.00 feet; thence North 00°11'36" West, 637.22 feet; thence West, 274.19 feet; thence North, 26.00 feet; thence East, 284.10 feet; thence South 00°11'36" East, 663.37 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 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. Grantors shall not build or construct, nor permit to be built or constructed, any building or other improvement over or across said right-of-way, nor change the contour thereof, within written consent of Grantee. Provided, however, that nothing contained herein shall prohibit Grantors from building or constructing, or permitting to be built or constructed, curb and gutter, sidewalks, pavements, landscaping, or similar improvements over and across said right-of-way, so long as said improvements do not damage said facilities. This right-of-way shall be binding upon and insurance 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.

2. 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.

3. Grantor shall not place personal property within the right-of-way that materially impairs the maintenance or operation of the Facilities.

4. 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. Grantee shall restore (as near as practicable) to its previous condition, at no cost to Grantors, any pavement, landscaping, curb

and gutter or any other improvement damaged in constructing, maintaining, repairing, removing or replacing the facilities within said right-of-way.

5. Grantor and Grantee agree to indemnify, hold harmless and defend each other as the case may be, their 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 their use of the easement or any activities conducted thereon by Grantor, their agents, employees, invitees or as a result of their negligence.

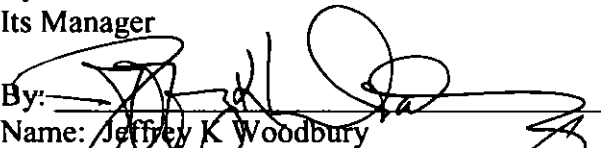
This right-of-way shall be binding upon and inure to the benefit of the successors and assigns of Grantor and the successors and assigns of Grantee, and may be assigned in whole or in part by Grantee.


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 14 day of JUNE, 2014.

Grantor:

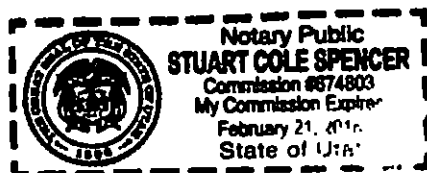
University Mall Shopping Center, L.C., a Utah limited liability company
By: WOODBURY MANAGEMENT COMPANY, L.C., a Utah limited liability company,
Its Manager

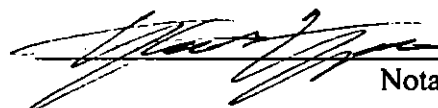
By: 
Name: Jeffrey K Woodbury
Title: Manager

By: 
Name: Orin R. Woodbury
Title: Manager

STATE OF UTAH)
)
) SS
COUNTY OF Salt Lake)

On the 18 day of June, 2014, personally appeared before me Jeffrey K Woodbury and Orin R Woodbury, the signer(s) of the above instrument, who duly acknowledged to me that (he) (she) (they) executed the same. Witness my hand and official seal this 18 day of June, 20 14.




Notary Public

LOT 14

LOT 15A
959 S. 700 E.

UNIVERSITY MALL SUB.
PLAT A

LOT 17

20' EASEMENT

LOT 1
LOT 19

800 SOUTH STREET

700 EAST STREET

LOT 18A
853 S. 700 E.

741 E. 1000 S.

900 SOUTH STREET (PRIVATE STREET)

750 EAST

LOT 16A

787 E. 1000 S.

950 SOUTH STREET (PRIVATE STREET)

739 E. 1000 S.

783 E. 1000 S.

1000 SOUTH STREET

800 EAST STREET



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PEPG CONSULTING LLC

8805 S. SANDY PARKWAY • SANDY, UT 84070
PHONE: (801) 562-2521 • FAX: (801) 562-2551

U PLACE SUBDIVISION

QUESTAR GAS EASEMENTS

6077.1410
PROJECT NUMBER

Questar_gas_eose
FILE NAME

05-20-2014
DATE