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

Lehi Medical Center, lc: vi



ENT 43610:2015 PG 1 of 4
JEFFERY SMITH
UTAH COUNTY RECORDER
2015 May 20 1:31 pm FEE 16.00 BY E0
RECORDED FOR GREAT BASIN ENGINEERING

Space above for County Recorder's use PARCEL I.D.# 11:032: 0441

RIGHT-OF-WAY AND EASEMENT GRANT

RW# 38261 (Corrective)

Seaboard Development, LLC, a Utah Limited Liability Company of Franklin, County of Williamson, State of Tennessee, "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"), through and across the following described land and premises situated in the County of Utah, State of Utah, and more particularly described as follows, to-wit:

Land of the Grantor located in the Quarter of Section 31, Township 4 S., Range 1 E., 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 778,46 feet North 0°01′07″ West along the Section line, 2251,03 feet due East and 1317.34 feet due South from the West Quarter corner of said Section 31; and running thence South 67°21′36″ East 352.91 feet; thence South 22°19′00″ West 6.05 feet; thence South 67°41′00″ East 35.18 feet; thence South 22°38′24″ West 14.15 feet; thence North 67°21′36″ West 323.67 feet; thence South 22°19′00″ West 234.19 feet; thence South 67°41′00″ East 181.60 feet; thence South 22°19′00″ West 20.00 feet; thence North 67°41′00″ West 181.60 feet; thence South 22°19′00″ West 94.16 feet to a point of curvature; thence Southwesterly along the arc of a 739.62 foot Radius curve to the right a distance of 152.03 feet (Central Angle equals 11°46′39″ and Long Chord bears South 28°12′20″ West 151.77 feet) to a point of reverse curvature; thence Southwesterly along the arc of a 788.62 foot Radius curve to the left a distance of 97.11 feet (Central Angle equals 7°03′18″, and Long Chord bears South 30°34′00″ West 97.04 feet) to a point of reverse curvature; thence Southeasterly along the arc of a 140.00 foot Radius curve to the left a distance of 258.71 feet (Central Angle equals 105°52′37″, and Long Chord bears South 25°53′57″ East 223.44 feet) to a point of reverse curvature; thence Southeasterly along the arc of a 26.00 foot Radius curve to the right a distance of 25.68 feet

(Central Angle equals 56°34'56", and Long Chord bears South 50°32'48" East 24.65 feet); thence South 89°32'32" West 4.68 feet; thence South 0°45'45" East 45.59 feet to the point on the arc of a curve; thence Northerly along the arc of a 80,00 foot Radius curve to the right a distance of 39.50 feet (Central Angle equals 28°17'18", Center bears North 54°49'34" East and Long Chord bears North 21°01'47" West 39.10 feet) to a point of reverse curvature; thence Northwesterly along the arc of a 6.00 foot Radius curve to the left a distance of 7.53 feet (Central Angle equals 71°57'08", and Long Chord bears North 42°51'42" West 7.05 feet) to a point of reverse curvature; thence Northwesterly along the arc of a 160,00 foot Radius curve to the right a distance of 295.68 feet (Central Angle equals 105°52'37", and Long Chord bears North 25°53'57" West 255.36 feet) to a point of compound curvature; thence Northeasterly along the arc of a 808.62 foot Radius curve to the right a distance of 99.57 feet (Central Angle equals 7°03'18", and Long Chord bears North 30°34'00" East 99,50 feet) to a point of reverse curvature; thence Northeasterly along the arc of a 719,62 foot Radius curve to the left a distance of 147.92 feet (Central Angle equals 11°46'39", and Long Chord bears North 28°12'20" East 147.66 feet); thence North 22°19'00" East 348,46 feet; thence North 67°21'36" West 41.60 feet; thence Northeasterly along the arc of a 877,76 foot Radius curve to the left a distance of 20.20 feet (Central Angle equals 1°19'08", and Long Chord bears North 14°30'10" East 20.20 feet) to the Point of Beginning.

The purpose of this Corrective document is to correct the legal description of that certain Right-of-Way and Easement Grant recorded on October 30, 2014 as Entry #78026:2014 at Pages 1 through 4, in the office of the county recorder for Utah County, State of Utah. This corrective document is to replace and supersede said original grant document.

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 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 and easement, 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 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.

WITNESS the execution hereof this 15 day of May, 20

Grantor:

Seaboard Development, LLC.

Its: V

Print Name:

Grantee:

QUESTAR GAS COMPANY

By:

Attorney-in-fact

STATE OF)		
COUNTY OF) ss.)		
On the day of N	1ay	_, 2015 personally appeared be	
that he/she is a P-Design Ca		who, being duly sworn, on Development, LLC, and that the	e
foregoing instrument was signed Organization or its Operating A	d on behalf of said comp	any by authority of its Articles	31
WILLIAM CON	STATE OF LOTARY UBLIC RE	ocay I Mang	<u>V</u> . ary Public
STATE OF UTAH	Expires 2016		
COUNTY OF SALT LAKE) ss.)		
On the <u>/YZ//</u> day of before me <u>David A. Ingleby</u> , we QUESTAR GAS COMPANY, corporation by authority of a rewhich is recorded as Entry 9052	ho, being duly sworn, di and that the foregoing in solution of its Board of I	strument was signed on behalf o Directors, an official certification	et for of said n of
YUKA Common My Con Jan	ary Public K. JENKINS ission #651477 nmission Expires uary 22, 2016 te of Utah	Julia Jant	/ ary Public