

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



ENT 45864:2015 PG 1 of 3  
JEFFERY SMITH  
UTAH COUNTY RECORDER  
2015 May 28 12:33 pm FEE 14.00 BY EO  
RECORDED FOR EAGLE POINTE FINANCIAL GROU

Space above for County Recorder's use  
PARCEL I.D.# 11:032:0440

**RIGHT-OF-WAY AND EASEMENT GRANT**  
RW# 38260

Lehi Pointe, L.L.C., "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, 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:

**POINT OF BEGINNING BEING:**

S 00° 01' 34" E 1890.60 FEET AND N 89° 58' 26" E 2181.04 FEET FROM THE WEST QUARTER CORNER OF SECTION 31, T4S, R1E, SLB&M, THENCE N 46° 16' 56" E 24.72 FEET, THENCE N 00° 45' 45" W 149.76 FEET, THENCE N 45° 45' 45" W 35.36 FEET, THENCE N 00° 45' 45" W 304.31 FEET, THENCE NORTHERLY ALONG THE ARC OF A 6.00 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 4.18 FEET ( CENTRAL ANGLE EQUALS 39° 52' 31", AND LONG CHORD BEARS N 20° 42' 01" W 4.09 FEET ) THENCE NORTHWESTERLY ALONG THE ARC OF A 80.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 7.63 FEET ( CENTRAL ANGLE EQUALS 5° 27' 50", AND LONG CHORD BEARS N 37° 54' 31" W 7.63 FEET ) THENCE N 00° 45' 45" W 45.59 FEET, THENCE N 89° 32' 32" E 4.68 FEET, THENCE SOUTHERLY ALONG THE ARC OF A 26.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 6.97 FEET ( CENTRAL ANGLE EQUALS 15° 22' 12", AND LONG CHORD BEARS S 14° 34' 14" E 6.95 FEET ) THENCE

SOUTHEASTERLY ALONG THE ARC OF A 60.00 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 35.35 FEET ( CENTRAL ANGLE EQUALS 33° 45' 08", AND LONG CHORD BEARS S 23° 45' 42" E 34.84 FEET ) THENCE SOUTHERLY ALONG THE ARC OF A 26.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 18.09 FEET ( CENTRAL ANGLE EQUALS 39° 52' 31", AND LONG CHORD BEARS S 20° 42' 01" E 17.73 FEET ) THENCE S 00° 45' 45" E 296.03 FEET, S 45° 45' 45" E 35.36 FEET, THENCE S 00° 45' 45" E 166.75 FEET, THENCE S 46° 16' 56" W 33.49 FEET, THENCE N 43° 31' 35" W 20.00 FEET.

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

