

WHEN RECORDED MAIL TO:

Dominion Energy Utah
1640 North Mountain Springs Parkway
Springville, UT 84663

University Mall Shopping Center, L.C.
575 E. University Parkway, Suite N260
Orem, UT 84097

University Mall.lc; YJ



ENT 109214:2017 PG 1 of 5
JEFFERY SMITH
UTAH COUNTY RECORDER
2017 Nov 02 2:48 pm FEE 18.00 BY SW
RECORDED FOR DOMINION ENERGY

Space above for County Recorder's use
PARCEL I.D.# 57:089:0001 &
57:043:0002

RIGHT-OF-WAY AND EASEMENT GRANT
RW40552

UNIVERSITY MALL SHOPPING CENTER, L.C., a Utah limited liability company ("**Grantor**"), grants to QUESTAR GAS COMPANY, a corporation of the State of Utah, dba Dominion Energy 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 non-exclusive right-of-way and easement 16 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**"), said right-of-way being situated in the County of Utah, State of Utah, as shown in **Exhibit "A"** and more particularly described as follows, to-wit:

This legal describes a portion of parcels with Tax ID Nos. 57:089:0001 and 57:043:0002, situate in the Southeast Quarter (SE 1/4) of Section 23, Township 6 South, Range 2 East, Salt Lake Base and Meridian, said portion being a strip of land 16.00' wide, lying 8.00 feet measured perpendicularly on each side of the following described line:

Beginning North 00°32'37" West along the west section line of the Southeast Quarter of said Section 23 484.82 feet and North 88°44'00" West 14.28 feet from the south quarter corner of said Section 23 at a point on the easterly right-of-way line of State Street and running thence South 88°44'00" East 503.46 feet to the **Point of Terminus**.

BASIS OF BEARING

South 89°17'35" East, being the bearing of the south section line of the Southeast Quarter of said Section 23.

TO HAVE AND TO HOLD the same unto said QUESTAR GAS COMPANY, its successors and assigns, so long as such Facilities shall be used and 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 reasonably 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 the right-of-way and easement, 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 and Grantee hereby agree as follows:

1. Grantor 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, or footings which impair the maintenance or operation of the Facilities without prior written consent of 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. Any trees or vegetation planted after the date of this Right-of-Way and Easement Grant in violation of this provision may be removed by Grantee without any obligation of restoration or compensation.

3. Grantor shall not place personal property within the right-of-way that unreasonably interferes with 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 unreasonably injure or interfere with Grantee's use, occupation or enjoyment of this easement and right-of-way.

5. Except in the event of relocation pursuant to Section 6 below, Grantee shall restore (as near as practicable) to its previous condition, at no cost to Grantor, 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.

6. Upon reasonable notice to Grantee, Grantor reserves the right to relocate this right-of-way and easement to a location reasonably acceptable to Grantee, at Grantor's sole cost and expense, including but not limited to the cost of granting a new right-of-way and easement, relocating the Facilities, and any attendant costs.

7. Nothing contained herein shall prohibit Grantor 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 or unreasonably interfere with the Facilities.

8. Should Grantee decide to abandon the Facilities, Grantee shall provide notice to Grantor for such decision. In the event Grantee provides written notice of its intent to abandon the Facilities pursuant to this provision, it shall abandon the Facilities and this right-of-way and easement, and shall quit claim the right-of-way and easement to Grantor so as to extinguish the particular encumbrance from Grantor's title, provided, however, that nothing in this section shall be interpreted or construed that this easement and right-of-way to be automatically terminated without Grantee's written consent.

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.

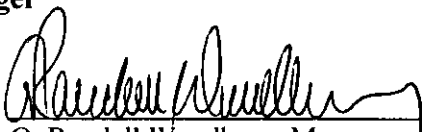
It is hereby understood that any parties securing this grant on behalf of Grantee are without authority to make any representations, covenants or agreements not herein expressed.

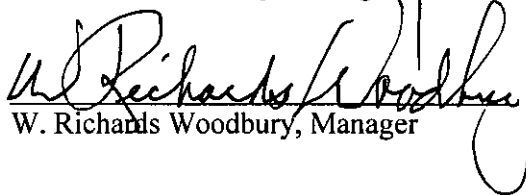
IN WITNESS WHEREOF, Grantor and Grantee have caused their company name and seal to be hereunto affixed this 12 day of October 2017.

GRANTOR:

UNIVERSITY MALL SHOPPING CENTER, L.C., a Utah limited liability company

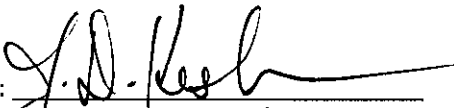
By: WOODBURY MANAGEMENT COMPANY, L.C., a Utah limited liability company, Its Manager

By: 
O. Randall Woodbury, Manager

By: 
W. Richards Woodbury, Manager

GRANTEE:

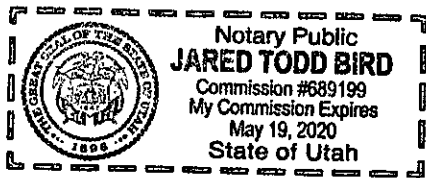
QUESTAR GAS COMPANY, a Utah corporation doing business as Dominion Energy Utah

By: 
Print Name: J.D. Kesler
Title: Authorized Representative

ACKNOWLEDGMENTS

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On the 4th day of October 2017, personally appeared before me O. Randall Woodbury and W. Richards Woodbury, to me personally known to be the Managers of WOODBURY MANAGEMENT COMPANY, L.C., known to be the Manager of UNIVERSITY MALL SHOPPING CENTER, L.C., the company that executed the within instrument, known to me to be the person who executed the within instrument on behalf of said company therein named, and acknowledged to me that such company executed the within instrument pursuant to its articles of organization.

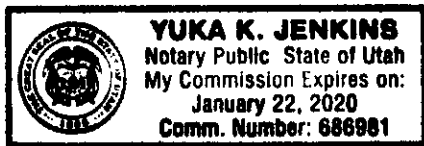


[Handwritten Signature]

Notary Public

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

On the 27th day of October 2017, personally appeared before me J.D. Kester, who, being duly sworn, did say that he is Authorized Representative of QUESTAR GAS COMPANY, and that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors.



[Handwritten Signature]

Notary Public

[Handwritten mark]

Exhibit "A"

