

WHEN RECORDED MAIL TO:

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

COURTESY RECORDING

This document is being recorded solely as a courtesy and an accommodation to the parties named herein. Bonneville Superior Title Company hereby expressly disclaims any responsibility or liability for the accuracy or the content thereof.

Space above for County Recorder's use  
PARCEL I.D.# 65-382-0002

**RIGHT-OF-WAY AND EASEMENT GRANT**

OREM 7-11,L.L.C. , 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 Utah of, State of Utah, and more particularly described as follows, to-wit:

Land of the Grantor located in Section 15, Township 6 South, Range 2 East, Salt Lake Base and Meridian;

Beginning at a point located South 89°38'00" East along the north line of Center Street 11.08 feet from the Southwest Corner of Lot 1, Plat "A", Center Street Marketplace Subdivision, according to the official plat thereof on file in the office of the Utah County Recorder; thence North 0°40'45" East 212.17 feet; thence South 89°19'15" East 29.71 feet; thence South 0°40'45" West 182.00 feet; thence South 89°38'00" East 50.00 feet; thence South 0°22'00" West 30.00 feet to the northerly line of Center Street; thence North 89°38'00" West along said Street 79.88 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 20 day of December, 2013.

By- *Gary M. Wright*  
GARY M. WRIGHT, President  
G.M.W. Development, Inc.

STATE OF UTAH )  
 ) ss.  
COUNTY OF Davis )

On the 20 day of December, 2013 personally appeared before me GARY M. WRIGHT who, being duly sworn, did say that he is president of G.M.W. Development, Inc., and that the foregoing instrument was signed on behalf of said corporation by authority of a resolution of its Board of Directors or its Bylaws, and said GARY M. WRIGHT acknowledged to me that said corporation duly executed the same.

*Nobalee W. Rhoades*  
Notary Public

