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WHEN RECORDED MAIL TO:  
Questar Gas Company  
P.O. Box 45360, Right-of-way  
Salt Lake City, UT 84145-0360  
MJ 2017080.lp; yj

13076806  
09/18/2019 10:23 AM \$40.00  
Book - 10832 Pg - 3578-3581  
**RASHELLE HOBBS**  
RECORDER, SALT LAKE COUNTY, UTAH  
QUESTAR GAS COMPANY  
P.O. BOX 45360 ROW  
SLC UT 84145-0360  
BY: DSA, DEPUTY - WI 4 P.

Space above for County Recorder's use  
PARCEL I.D.# 16-06-434-0100

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

RW# 40896

LIBERTY SQUARE PROPERTIES, LLC, 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 non-exclusive 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 situated in the County of Salt Lake, State of Utah, and more particularly described as follows, to-wit:

Land of the Grantor located in Section 6, Township 1 South, Range 1 East, Salt Lake Base and Meridian;

BEGINNING AT A POINT LOCATED NORTH 00° 00' 37" WEST 136.47' FEET FROM THE SOUTHEAST CORNER OF LOT 2, BLOCK 32, PLAT B, SALT LAKE CITY SURVEY, SAID POINT BEING ON THE GRANTOR'S EAST BOUNDARY;  
THENCE NORTH 00° 00' 37" WEST 20.00 FEET; THENCE WEST 167.37 FEET; THENCE SOUTH 00°00'37"E 20.00 FEET; THENCE EAST 103.33 FEET; THENCE SOUTH 00°00'37" E 98.47 FEET; THENCE EAST 20.00 FEET; THENCE N 00°00'37"W 98.47 FEET; THENCE EAST 44.04 FEET TO THE POINT OF BEGINNING

CONTAINS 5,314 SQUARE FEET OR 0.122 ACRES.

TO HAVE AND TO HOLD the same unto said Grantee, 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 land 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, any building, retaining walls, rock walls, footings or improvement which impairs the maintenance or operation of the Facilities; provided, however nothing herein shall prohibit Grantor from building or constructing and thereafter, maintaining curb and gutter, sidewalks, pavement, landscaping, fences, and similar improvements over and across said right of way so long as such improvements do not impair the maintenance or operation of the Facilities.

2. Grantor shall not change the contour within the right-of-way 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, without prior written consent of Grantee.

4. Grantor 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, and without any obligation of restoration or compensation.

6. Following the installation or maintenance of the Facilities, Grantee shall, within a reasonable period of time, restore the surface of the right-of-way and easement, and any existing improvements, including fences, to as near as reasonably possible to its pre-construction condition.

7. 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 easement or any activities conducted thereon by Grantor, his/her/its agents, employees, or as a result of Grantor's negligence; provided however, nothing herein shall be construed as releasing or absolving Grantee from the consequences of its own agents, and employees' acts or omissions.

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.

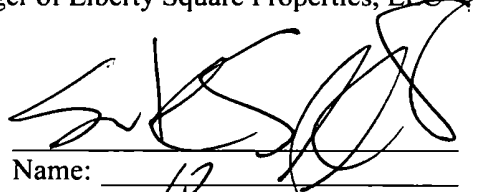
It is hereby understood that any parties securing this grant on behalf of Grantee are without authority to make any representations, covenants or agreements not herein expressed.

*[Signatures and Acknowledgments on Following Page]*

WITNESS the execution hereof this 29<sup>th</sup> day of AUGUST, 2019.

**LIBERTY SQUARE PROPERTIES, LLC,**  
a Utah limited liability company

By: Cowboy Partners, L.C,  
A Utah limited liability company  
Manager of Liberty Square Properties, LLC

By:   
Name: \_\_\_\_\_  
Its: VP

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

On the 29<sup>th</sup> day of August, 2019, personally appeared before me Scot Safford who, being duly sworn, did say that he is a Vice President of Cowboy Partners, L.C., a Utah limited liability company, Manager of Liberty Square Properties, LLC, a Utah limited liability company, and that the foregoing instrument was signed on behalf of said company by authority of its Articles of Organization or its Operating Agreement.

  
\_\_\_\_\_  
NOTARY PUBLIC

