WHEN RECORDED MAIL TO:
Questar Gas Company
P.O. Box 45360, Right-of-way
Salt Lake City, UT 84145-0360
FL06/alta view associates

12037465 04/24/2015 02:35 PM \$16.000 Book - 10317 Ps - 8644-8647 GARY W. OTT RECORDER, SALT LAKE COUNTY, UTAH QUESTAR GAS COMPANY PO 80X 45360 SLC UT 84145-0360 BY: DKP, DEPUTY - WI 4 P.

Space above for County Recorder's use PARCEL I.D.# 28-16-101-025

RIGHT-OF-WAY AND EASEMENT GRANT

UT

ALTA VIEW ASSOCIATES, a joint venture and Utah general partnership, 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"), said right-of-way being situated in the County of Salt Lake, State of Utah, and more particularly described as follows, to-wit:

Part of an entire tract of property, situate in the Northwest Quarter of the Northwest Quarter of Section 16, Township 3 South, Range 1 East, Salt Lake Base and Meridian.

Said part of an entire tract being more particularly described as follows:

Beginning on the westerly boundary line of the Grantor's property at a point 177.88 feet South 00°40'55" West along the Section Line and 579.31 feet East from the Northwest Corner of said Section 16, and running thence South 32°16'50" East along said westerly boundary line 248.65 feet; thence leaving said westerly boundary line southerly 105.60 feet along the arc of a non-tangent 280.00-foot radius curve to the right, through a central angle of 21°36'31" (Note: Chord to said curve bears South 10°45'56" East for a distance of 104.97 feet); thence South 00°02'19" West 377.31 feet; thence South 40°21'41" East 51.60 feet to a westerly boundary line of the Grantor's property; thence South 00°16'50" East along said westerly boundary line 18.61 feet to the northeasterly line of an existing 16.00 foot natural gas line right of way and easement; thence North 39°58'53" West along said right of way and easement 73.94 feet to the easterly line of an additional 16.00 foot natural gas line right of way and easement; thence along said additional right of way and easement the following four (4) courses

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and distances: (1) North 00°02'19" East 378.59 feet to the point of tangency of a 266.00-foot radius curve to the left; thence (2) northerly 148.56 feet along the arc of said curve, through a central angle of 32°00'00" (Note: Chord to said curve bears North 15°57'41" West for a distance of 146.64 feet); thence (3) North 31°57'41" West 120.07 feet to the point of tangency of a 384.00-foot radius curve to the right; thence (4) northwesterly 78.63 feet along the arc of said curve, through a central angle of 11°43'56" (Note: Chord to said curve bears North 26°05'43" West for a distance of 78.49 feet) to the point of beginning (contains 9,490 square feet in area or 0.218 acres).

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 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, 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 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.

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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.

Notary Public

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 has caused its corporate name and seal to be hereunto affixed this _____, 20_____. STATE OF ARIZONA On the H day of APRIL , 20 15 personally appeared before via his rest me HICHAEL J. PARAMEDIAS, who, being duly sworn, did say that he/she is the Executive associated of August Living of Michael View Associates, and that the foregoing instrument was signed on behalf of said Alta View Associates. **Notary Public** Pima County, Arizona COUNTY OF ____ My Comm. Expires 08-09-18 On the _____day of ______, 20___ personally appeared before ______, who, being duly sworn, did say that he/she is the _______ of _____ Alta View Associates _____, and that the foregoing instrument was signed on behalf of said Alta View Associates. **Notary Public**

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.