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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
QUESTAR GAS COMPANY
PO BOX 45360
SLC UT 84145-0360
BY: SMP, DEPUTY - WI 5 P.

WHEN RECORDED MAIL TO:
Questar Gas Company
P.O. Box 45360, Right-of-Way
Salt Lake City, UT 84145-0360
UofUcogen.cc; RW01

Space above for County Recorder's use
PARCEL I.D. # 16042000020000

RIGHT-OF-WAY AND EASEMENT GRANT

38652

THE UNIVERSITY OF UTAH, a body politic and corporate of the State of Utah, Grantor, of Salt Lake County, State of Utah, 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 lay, maintain, operate, repair, inspect, protect, remove and replace pipelines, valves, valve boxes 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 Salt Lake, State of Utah, to-wit:

A CENTERLINE RIGHT OF WAY SITUATED IN THE SE ¼ OF SEC 4, T1S, R1E, SLB & M. WITH A BASIS OF BEARING BETWEEN UNIVERSITY OF UTAH CONTROL MONUMENT #GPS 1 AND UNIVERSITY OF UTAH MONUMENT #U-48 BEING N 0°24'40" W 4424.75 FT.

BEGINNING AT A POINT ON THE AN EXISTING QUESTAR GAS COMPANY RIGHT OF WAY, SAID POINT BEING N 27°49'09" E 1055.45 FT FROM UNIVERSITY OF UTAH MONUMENT # GPS-1, SAID POINT ALSO BEING S 50°33'09" E 4189.00 FT FROM THE THEORETICAL POSITION OF THE NW COR OF SEC 4, T1S, R1E, SLB & M.
THENCE N 88°35'52" E 116.68 FT;
THENCE S 33°58'40" E 73.66 FT;
THENCE S 31°06'30" E 99.87 FT;
THENCE S 33°58'40" E 59.81 FT;
THENCE S 56°01'20" W 523.85 FT.
CONTAINS 17,477.38 S.F. OR 0.40 ACRES

Also,

A 20 FT RIGHT OF WAY SITUATE IN THE NORTH EAST 1/4 OF SEC 4, T1S, R1E, SLB&M, WITH A BASIS OF BEARING BETWEEN UNIVERSITY OF UTAH CONTROL MONUMENT # GPS 1 AND UNIVERSITY OF UTAH MONUMENT# U-115 BEING N 0°24'47" W 4403.65 FT.

BEGINNING AT A POINT THAT IS ON THE CENTERLINE OF AN EXISTING QUESTAR GAS COMPANY RIGHT OF WAY, SAID POINT BEING N 0°24'47" W 1258.39 FT AND EAST 287.28 FT FROM UNIVERSITY OF UTAH CONTROL MONUMENT GPS

1, AND ALSO BEING S 52°16'26" E 3818.76 FT FROM THE THEORETICAL POSITION OF THE NW COR OF SEC 4, T1S, R1E, SLB & M.
THENCE S 0°51'04" E 92.17 FT;
THENCE EAST 61.16 FT TO THE CENTERLINE OF AN EXISTING QUESTAR GAS COMPANY RIGHT OF WAY.

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 maintain, operate, repair, inspect, protect, remove and replace the same. The 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 and easement 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. Grantee agrees and acknowledges that a road, as identified in the Utility Plan dated April 15, 2014 prepared by VCBO Architecture, will be constructed as shown on plans and specifications previously provided to and approved by Grantee (the "Road") and that such Road does not impair 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 right-of-way and easement, without liability to Grantor, and without any obligation of restoration or compensation.

6. Subsequent to Grantee's installation of its Facilities as provided herein, Grantor desires to install a retaining wall, together with soil nails, within the right-of-way and easement ("Soil Nail Wall"). Notwithstanding the terms and conditions stated herein, and without waiver of any or all of them, Grantee agrees to permit the installation and maintenance of the Soil Nail Wall pursuant to the following conditions:

a. Prior to commencing installation of the Soil Nail Wall, Grantor shall submit to Grantee, for its review and to its satisfaction, all applicable plans, studies, and drawings, including but not limited to: (1) the geotechnical study by Gordon Geotechnical Engineering, Inc. dated July 26, 2013; (2) plans depicting the anticipated deformation of the wall—both lateral and vertical; and (3) a Soil Nail Wall construction movement monitoring program, including a movement threshold and contingency plan.

b. Grantor shall install and maintain the soil nails with a minimum distance of five (5) feet from the bottom of Grantee's 6-inch, high pressure pipeline to the top of the soil nails. A drawing depicting the location of the proposed soil nails to the pipeline has been previously provided to and approved by Grantee.

c. Grantor shall not be permitted, under any circumstances, to construct, install or maintain soil nails or other structures or improvements over the top of Grantee's Facilities, other than the Road.

d. Grantee shall install and monitor strain gauges along Grantee's six-inch high pressure pipeline, at Grantor's sole cost and expense. Grantor shall provide reasonable cooperation to allow and facilitate Grantee's monitoring of the strain gauges, including providing construction wall movement monitoring records or similar data to assist Grantee in monitoring the Soil Nail Wall.

e. Grantor shall permit Grantee's personnel to be present during drilling activities for the top layer of soil nails and any excavation activities impacting the right-of-way and easement.

Notwithstanding the terms and conditions in this paragraph 6, Grantor shall immediately cease installation of the Soil Nail Wall if signs of instability in Grantee's right-of-way and easement are observed or otherwise become apparent. Subsequent to Grantor's installation of the Soil Nail Wall, in the event Grantee determines, based on its monitoring, applicable data and/or observation, that movement or stresses in the Soil Nail Wall causes the total stresses (which is the sum of hoop stresses, soil stresses, and stress caused by external loading) in Grantee's pipeline to exceed 50% of the pipeline's specified minimum yield strength of 52,000 psi, or are imminently anticipated to exceed such levels, Grantee may elect to either: (1) Relocate its Facilities at Grantor's sole cost and expense, including providing rights-of-way necessary to accomplish the relocation; or (2) Install safety mitigation measures which Grantee determines in its sole discretion are necessary to protect its Facilities, at Grantor's sole cost and expense. Such safety mitigation measures may include, without limitation, Grantee's installation of line break valves along the six-inch high pressure pipeline. Grantee agrees to reasonably cooperate with

Grantor regarding the above options, provided nothing herein will limit Grantee's ability to safely operate its pipeline facilities.

7. Neither Grantee nor Grantor shall have any liability whatsoever for any negligent act or omission of the other, its employees, officers, or agents. Grantor is a governmental entity under the Governmental Immunity Act of Utah, Utah Code §§ 63G-7-101 to -904, as amended ("Act"). Nothing in this document shall be construed as a waiver by Grantor of any protections, rights, or defenses applicable to Grantor under the Act, including without limitation, the provisions of section 63G-7-604 regarding limitation of judgments. Subject to the Act and up to the amounts established in section 63G-7-604 of the Act, 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 reasonable attorney's fees, to the extent arising out of or caused by: (i) Grantor's construction and maintenance of the Soil Nail Wall; (ii) any activities conducted within or near the right-of-way and easement related to the Soil Nail Wall by Grantor, its agents, employees, and invitees; or (iii) Grantor's negligence.

8. Grantor may require the relocation of the Facilities, provided that Grantor shall pay all costs associated with any such relocation and shall provide a new location and easement acceptable to Grantee to accommodate such relocation.

9. In the event Grantee should abandon and/or remove the Facilities, the right-of-way and easement herein described shall automatically revert back to the Grantor.

This right-of-way and easement 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. This Right-of-Way and Easement Grant expressly supersedes any prior grants, agreements or writings between Grantor and Grantee previously governing the right-of-way and easement granted herein.

WITNESS the execution hereof this 20th day of October, 2014.

The University of Utah

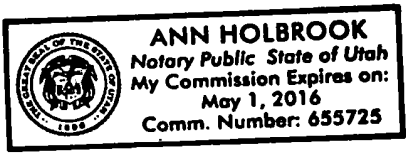
By: Arnold B. Combe

Name: Arnold B. Combe

Title: Vice President for Administrative Services

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

On the 20th day of October, 2014, personally appeared before me
Arnold B. Combe, Vice President for Administrative Services of the University of Utah,
the signer(s) of the foregoing instrument, who duly acknowledged to me that he/she/they
executed the same.



Ann Holbrook
Notary Public