When Recorded, Return To: Questar Gas Company P.O. Box 45360, Right-of-Way Salt Lake City, UT 84145-0360 12415366 11/17/2016 03:21 PM \$17.00 Book - 10501 P9 - 2553-2556 GARY W. OTT RECORDER, SALT LAKE COUNTY, UTAH WAYNE CORBERT 1028 E 140 N LINDON UT 84042 BY: CRP, DEPUTY - WI 4 P.

Parcel No. 22-05-102-023 thru 033 & 042 thru 044

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

Sego Ventures #2 LC, a Utah limited liability company, "Grantor", does hereby convey and warranty 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 (hereafter collectively called "Facilities"), through and across the following described land and premises situated in the County of Salt Lake, State of Utah, and more particularly described as follows, to-wit:

#### See attached Exhibit A

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 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 and 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, repaid, removal or replacement of the Facilities.

Grantor shall have the right to use said premises except for the purposes for which this right-ofway 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:

- 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.
- Grantor shall not change the contour within the right-of-way and easement without prior written consent of Grantee.
- 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 the Grantee.
- 4. Grantor shall not place personal property within the right-of-way and easement that impairs the maintenance or operation of the Facilities.
- 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.

This right-of-way and easement shall be binding upon and inure to the benefit of the successors and assigns of Grantors 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 17+ day of November, 2016.

[End of page; signature page follows]

	GRANTOR: Sego Ventures #2 LC, a Utah limited liability company  Ago Ventures #2, LC  By: Myne of Corbot & Print Name: Wayne H Corbot & Age
	Its: Managing Member
STATE OF UTAH ) ) ss. COUNTY OF <u>Salt Lake</u> )	:
On the day of November where day of see the Managing mbr_ of Sea Ven two instrument was signed on behalf of said compare Operating Agreement.	, 2016 personally appeared before me _, who, being duly sworn, did say that he/she is ック 学 て, and that the foregoing ny by authority of its Articles of Organization or its
	Larolyn Crocker Notary Public

#### Exhibit "A"

## 700 East Townhomes by Sego Homes

### 7.5' Wide Gas Easement across Lots 1 thru 11

Beginning at a point being South 00°14′13″ West 2,259.45 feet along the monument line in 700 East Street and East 98.10 feet from the Salt Lake County Monument located is the intersection of 700 East and 3900 South Streets; and running

thence South 89°45'47" East 7.50 feet; thence South 00°14'13" West 285.86 feet; thence South 89°57'55" West 7.50 feet; thence North 00°14'13" East 285.90 feet to the point of beginning.

Contains 2,144 Square Feet or 0.049 Acres

# 700 East Townhomes by Sego Homes

### 7.5' Wide Gas Easement across Lots 18 thru 22

Beginning at a point being South 00°14′13″ West 2,429.67 feet along the monument line in 700 East Street and East 131.60 feet from the Salt Lake County Monument located is the intersection of 700 East and 3900 South Streets; and running

thence South 89°45'47" East 7.50 feet; thence South 00°14'13" West 115.63 feet; thence South 89°57'55" West 7.50 feet; thence North 00°14'13" East 115.67 feet to the point of beginning.

Contains 867 Square Feet or 0.020 Acres