WHEN RECORDED MAIL TO: Questar Gas Company P.O. Box 45360, Right-of-way Salt Lake City, UT 84145-0360 40840.WEST.PLS.lc; 12885882 11/14/2018 01:42 PM \$16.00 Book - 10730 P9 - 2145-2148 ADAM GARDINER RECORDER, SALT LAKE COUNTY, UTAH QUESTAR GAS COMPANY PO BOX 45360 SLC UT 84145-0360 BY: KRA, DEPUTY - WI 4 P.

Space above for County Recorder's use PARCEL I.D.# 15331290620000

RIGHT-OF-WAY AND EASEMENT GRANT 40840

West Valley Office Holdings, LLC, A Utah Limited Liability Company, "Grantor", does hereby convey and warrant to QUESTAR GAS COMPANY, a corporation of the State of Utah, dba Dominion Energy 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 20 feet in width to construct, lay, maintain, operate, repair, alter, inspect, protect, make connections to, remove and replace pipelines, valves 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 of Salt Lake, State of Utah, and more particularly described as follows, to-wit:

Land of the Grantor located in Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian:

the centerline of said right-of-way and easement shall extend through and across the above-described land and premises as follows, to-wit:

PROPOSED RIGHT-OF-WAY #1 (PARCEL 15331290620000):
A TWENTY-FOOT-WIDE STRIP OF LAND LOCATED IN THE
NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE
1 WEST, SALT LAKE BASE & MERIDIAN, SALT LAKE COUNTY, UTAH,
BEING TEN FEET ON EACH SIDE OF THE FOLLOWING CENTER LINE:
BEGINNING AT A POINT LOCATED SOUTH 00° 00' 41" WEST 476.85
FEET ALONG THE QUARTER-SECTION LINE AND NORTH 89° 59' 19"
WEST 421.86 FEET PERPENDICULAR TO SAID QUARTER-SECTION LINE
FROM THE NORTH QUARTER CORNER OF SECTION 33, T.1S. R.1W.
S.L.B.&M., SAID POINT BEING ON THE GRANTOR'S SOUTH
BOUNDARY; THENCE NORTH 00° 04' 46" EAST 49.91 FEET;
THENCE NORTH 89° 53' 20" EAST 341.38 FEET TO THE WEST
BOUNDARY OF A UTAH TRANSIT AUTHORITY PARCEL AS
DESCRIBED IN BOOK 10166 PAGE 7971 IN THE OFFICE OF THE SALT

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LAKE COUNTY RECORDER. CONTAINS 7,826 SQUARE FEET OR 0.180 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(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 3_	day of_	October	, 20 <u>(8</u> .
	WEST '	VALLEY OFFICE	HOLDINGS, LLC
	Ву	antas	ochart
·			
STATE OF UTAH) ss.			
COUNTY OF SALT LAKE)			
On the 31 ⁵¹ day of October that he/she is a Manager of President instrument was signed on behalf of said comp	OF West	who, being du	appeared before me ly sworn, did say the foregoing of Organization or



its Operating Agreement.

Notary Public

