

WHEN RECORDED MAIL TO:

Questar Gas Company  
P.O. Box 45360, Right-of-way  
Salt Lake City, UT 84145-0360  
4224 Concord.corrective; RW01



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JEFFERY SMITH  
UTAH COUNTY RECORDER  
2014 Mar 24 3:28 pm FEE 20.00 BY SS  
RECORDED FOR QUESTAR

*Space above for County Recorder's use*

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

Concord Apartments at Vineyard, LLC, a Limited Liability Company of the 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 20.00 feet in width 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 Utah, State of Utah, and more particularly described as follows, to-wit:

Land of the Grantor located in Section 17, Township 6 South, Range 2 East, 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:

Beginning at a point, said point being South 51°12'46" West 84.16 feet from the Northeast corner of Lot 1 of the Mill Road Subdivision Phase 1, as recorded in the official records of the Utah County Recorder's Office. Running thence South 89°33'57" West 511.21 feet; thence South 20.78 feet; thence South 89°39'43" West 118.70 feet; thence South 00°20'17" East 77.16 feet; thence South 30°20'16" East 321.18 feet; thence North 59°17'38" East 119.13 feet; thence North 00°14.41" West 316.11 feet to the point of terminus.

Beginning at a point, said point being South 51°12'46" West 84.16 feet from the Northeast corner of said Lot 1 and running thence South 00°21'12" East 174.25 feet; thence South 30°31'26" East 41.25 feet; thence North 89°45'20" East 46.17 feet to the point of terminus.

Beginning at a point, said point being South 09°25'35" West 266.10 feet from the Northeast corner of said Lot 1 and running thence South 24°53'26" West 44.70 feet; thence South 00°20'51" East 197.05 feet; thence South 20°07'57" East 71.76 feet; thence North 69°52'03" East 60.57 feet to the point of terminus.

Beginning at a point, said point being South 07°06'38" West 494.84 feet from the Northeast corner of said Lot 1 and running thence South 89°52'42" West 291.15 feet; thence South 60°11'32" West 126.21 feet to the point of terminus.

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Beginning at a point, said point being North 31°47'28" West 239.09 feet from the Southeast corner of said Lot 1 and running thence South 20°07'57" East 173.56 feet; thence South 66°04'26" West 332.93 feet; thence North 30°10'17" West 500.86 feet to the point of terminus.

The purpose of this Corrective Right-of-Way and Easement Grant is to change the legal description in that certain Right-of-Way and Easement Grant dated November 25<sup>th</sup> 2013 and recorded December 12, 2013 as Entry 113103:2013 in the office of the Utah County Recorder. This corrective document will replace and supersede said original grant.

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 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.
6. 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, invitees or as a result of Grantor's negligence.

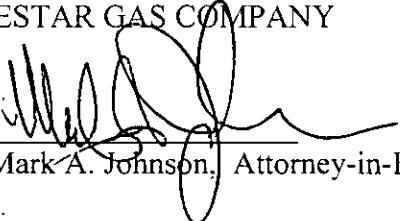
This right-of-way shall be binding upon and inure to the benefit of the successors and assigns of Grantor and the successors and assigns of Grantee, and may be assigned in whole or in part by Grantee.

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.

IN WITNESS WHEREOF, Grantor has caused its corporate name and seal to be hereunto affixed this 19<sup>th</sup> day of March, 2014.

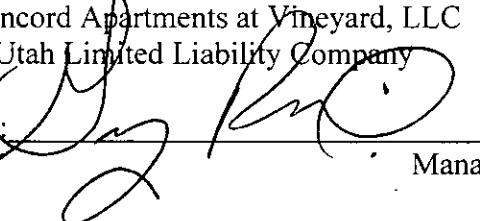
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QUESTAR GAS COMPANY

By: 

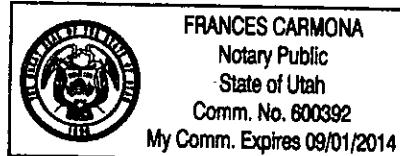
Mark A. Johnson, Attorney-in-Fact

Concord Apartments at Vineyard, LLC  
A Utah Limited Liability Company

By: 

Manager

STATE OF UTAH )  
)  
COUNTY OF Salt Lake )  
) ss.



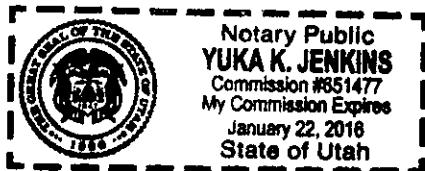
On the 19<sup>th</sup> day of March, 2014, personally appeared before me Greg Rindlisbacher who, being duly sworn, did say that he is Manager of Concord Apartments at Vineyard, a Limited Liability Company, and that the within and foregoing instrument was signed on behalf of said company by authority of its Articles of Organization, and said Greg Rindlisbacher acknowledged to me that said company executed the same.



Notary Public

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

On October 6, 2006, personally appeared before me Mark A. Johnson, who, being duly sworn, did say that he is Attorney-In-Fact for QUESTAR GAS COMPANY, and that the foregoing instrument was signed on behalf of said corporation by authority of a resolution of its Board of Directors, an official certification of which is recorded as Entry 90575:2013, in the Office of the Utah County Recorder.



Yuka K. Jenkins

Notary Public