



W2823500

EH 2823500 PG 1 OF 4
LEANN H KILTS, WEBER COUNTY RECORDER
28-OCT-16 950 AM FEE \$18.00 DEP TN
REC FOR: QPC PROPERTY & RIGHT OF WAY

WHEN RECORDED MAIL TO:

Questar Gas Company
P.O. Box 45360, Right-of-way
Salt Lake City, UT 84145-0360
39711MHP12.PLS.lc;

Space above for County Recorder's use

PARCEL I.D.# 08-022-0025 *ve*

RIGHT-OF-WAY AND EASEMENT GRANT

39711

MHP #12, A Utah Limited Liability Company, "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 20 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"), through and across the following described land and premises situated in the County of Weber, State of Utah, and more particularly described as follows, to-wit:

Land of the Grantor located in the Southwest Quarter of Section 2, Township 5 North, Range 2 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:

BEGINNING AT A POINT:

THREE PROPOSED QUESTAR GAS CENTERLINE DESCRIPTION RIGHTS OF RIGHT-OF-WAY. THE BASIS OF BEARING BEING NORTH 89°47'53" EAST 2,678.41 FEET FROM THE SOUTHWEST CORNER AND SOUTH QUARTER CORNER OF SECTION 2, TOWNSHIP 5 NORTH, RANGE 2 WEST, SLB&M.

POB#1

BEGINNING AT A POINT ON THE SOUTH LINE OF EXISTING QUESTAR GAS RIGHT OF WAY SAID POINT BEING 1173.22' ALONG THE SECTION LINE NORTH 89°47'53" EAST AND 1193.26 FEET NORTH FROM THE SOUTHWEST CORNER OF SECTION 2, TOWNSHIP 5 NORTH, RANGE 2 WEST, SLB&M: THENCE SOUTH 0°36'23" EAST 365.00 FEET TO A POINT OF THE NORTH LINE OF AN EXISTING QUESTAR GAS RIGHT OF WAY AND TO THE POINT OF TERMINUS.

POB#2

BEGINNING AT A POINT INSIDE GRANTORS PROPERTY, SAID POINT BEING 1,425.23 FEET ALONG THE SECTION LINE NORTH 89°47'53" EAST AND 1,218.27 FEET NORTH FROM THE SOUTHWEST CORNER OF SECTION 2, TOWNSHIP 5 NORTH,

RANGE 2 WEST, SLB&M: THENCE SOUTH 0°54'33" EAST 104.39 FEET THENCE EAST 42.56 FEET, THENCE NORTH 42°36'15" EAST 12.05 FEET THENCE EAST 10 FEET TO A POINT ON AN EXISTING GAS LINE AND TO THE POINT OF TERMINUS.

POB #3

BEGINNING AT A POINT INSIDE GRANTORS PROPERTY, SAID POINT BEING 2,253 FEET ALING THE SECTION LINE NORTH 89°47'53" EAST AND 1,014.58 FEET NORTH FROM THE SOUTHWEST CORNER OF SECTION 2, TOWNSHIP 5 NORTH, RANGE 2 WEST, SLB&M: THENCE SOUTH 89°32'44" WEST 116.76 FEET, THENCE SOUTH 11°43'8" WEST 39.02 FEET, THENCE SOUTH 34°3'25" WEST 62.05 FEET, THENCE SOUTH 89°23'51" WEST 97.02 FEET TO A POINT ON AN EXISTING GAS LINE AND TO THE POINT OF TERMINUS.

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(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.

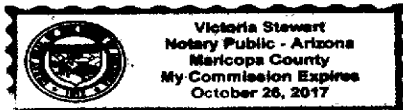
WITNESS the execution hereof this 17 day of Oct, 2016

MHP #12 L.L.C.
VANDERHOUT FAMILY LIMITED PARTNERSHIP

By- [Signature]
Manager

STATE OF Arizona)
COUNTY OF Maricopa) ss.

On the 17th day of October, 2016 personally appeared before me Cornelis Vandemaat who, being duly sworn, did say that he/she is a Manager of _____, and that the foregoing instrument was signed on behalf of said company by authority of it's Articles of Organization or it's Operating Agreement.



[Signature]
Notary Public



NO.	DATE	BY	CHKD.	DESCRIPTION
1	02/28/2011	W. J. HARRIS	W. J. HARRIS	PREPARED FOR THE COUNTY OF SAN DIEGO
2	03/01/2011	W. J. HARRIS	W. J. HARRIS	REVISION: AS PER COMMENTS

PROJECT NAME: QUESTAR	PROJECT NO: 39711	DATE: 02/28/2011
PROJECT ADDRESS: 3880 SOUTH MIDLAND DRIVE	PROJECT CITY: SAN DIEGO, CA	PROJECT COUNTY: SAN DIEGO
PROJECT STATE: CA	PROJECT ZIP: 92108	PROJECT FIPS: 05100

POINT OF BEGINNING	DESCRIPTION
SECTION CORNER	RIGHT-OF-WAY 39711
PROPERTY CORNER / ROW PC	GRANTOR: MAP #12 LLC
REBAR & CAP	SECTION 2, TOWNSHIP 2N, RANGE 2W, S1/8M
EXISTING MONUMENT	
QUARTER CORNER LINE	
CENTER CORNER	
SECTION CORNER LINE	
PROPERTY LINE	

CAUTION:
DO NOT INSTALL GAS MAIN CLOSER THAN 4' TO ANY STRUCTURE.

OPEN AREA EXHIBIT "A"
ALL AREAS EXCEPTING THOSE DESIGNATED AS STRUCTURES.

THE FOLLOWING IS A SUMMARY OF THE INFORMATION CONTAINED IN THIS SURVEY AND IS NOT A SUBSTITUTE FOR THE ORIGINAL SURVEY DOCUMENT. THE ORIGINAL SURVEY DOCUMENT SHALL BE REFERRED TO FOR A COMPLETE AND ACCURATE DESCRIPTION OF THE PROPERTY AND THE SURVEY THEREON. THIS SUMMARY IS PROVIDED FOR YOUR INFORMATION ONLY AND DOES NOT CONSTITUTE A WARRANTY OF ANY KIND.

RIGHT-OF-WAY 39711
GRANTOR: MAP #12 LLC
SECTION 2, TOWNSHIP 2N, RANGE 2W, S1/8M

SECTION 2, TOWNSHIP 2N, RANGE 2W, S1/8M
THREE PROPOSED QUESTAR GAS CENTERLINE DESCRIPTIONS:
RIGHT-OF-WAY: THE BASIS OF BEARING BEING N84°37'56.15"E, 167.41' FROM THE SOUTHWEST CORNER AND SOUTH QUARTER CORNER OF SECTION 2, 1/8N, ROW, S1/8M.
ROW #1: THE BASIS OF BEARING BEING N84°37'56.15"E, 167.41' FROM THE SOUTHWEST CORNER AND SOUTH QUARTER CORNER OF SECTION 2, 1/8N, ROW, S1/8M.
ROW #2: THE BASIS OF BEARING BEING N84°37'56.15"E, 167.41' FROM THE SOUTHWEST CORNER AND SOUTH QUARTER CORNER OF SECTION 2, 1/8N, ROW, S1/8M.
ROW #3: THE BASIS OF BEARING BEING N84°37'56.15"E, 167.41' FROM THE SOUTHWEST CORNER AND SOUTH QUARTER CORNER OF SECTION 2, 1/8N, ROW, S1/8M.
ROW #4: THE BASIS OF BEARING BEING N84°37'56.15"E, 167.41' FROM THE SOUTHWEST CORNER AND SOUTH QUARTER CORNER OF SECTION 2, 1/8N, ROW, S1/8M.

POINT OF BEGINNING
BEGINNING AT A POINT INSIDE GRANTOR'S PROPERTY, SAID POINT BEING THE SOUTHWEST CORNER OF SECTION 2, TOWNSHIP 2N, RANGE 2W, S1/8M, THE SOUTHWEST CORNER OF SECTION 2, TOWNSHIP 2N, RANGE 2W, S1/8M, THENCE EAST 42.56', THENCE N42°37'56.15"E, THENCE EAST 170.00' TO A POINT ON AN EXISTING GAS LINE AND TO THE POINT OF TERMINUS.

POINT #1
BEGINNING AT A POINT INSIDE GRANTOR'S PROPERTY, SAID POINT BEING THE SOUTHWEST CORNER OF SECTION 2, TOWNSHIP 2N, RANGE 2W, S1/8M, THENCE EAST 42.56', THENCE N42°37'56.15"E, THENCE EAST 170.00' TO A POINT ON AN EXISTING GAS LINE AND TO THE POINT OF TERMINUS.

POINT #2
BEGINNING AT A POINT INSIDE GRANTOR'S PROPERTY, SAID POINT BEING THE SOUTHWEST CORNER OF SECTION 2, TOWNSHIP 2N, RANGE 2W, S1/8M, THENCE EAST 42.56', THENCE N42°37'56.15"E, THENCE EAST 170.00' TO A POINT ON AN EXISTING GAS LINE AND TO THE POINT OF TERMINUS.

POINT #3
BEGINNING AT A POINT INSIDE GRANTOR'S PROPERTY, SAID POINT BEING THE SOUTHWEST CORNER OF SECTION 2, TOWNSHIP 2N, RANGE 2W, S1/8M, THENCE EAST 42.56', THENCE N42°37'56.15"E, THENCE EAST 170.00' TO A POINT ON AN EXISTING GAS LINE AND TO THE POINT OF TERMINUS.

POINT #4
BEGINNING AT A POINT INSIDE GRANTOR'S PROPERTY, SAID POINT BEING THE SOUTHWEST CORNER OF SECTION 2, TOWNSHIP 2N, RANGE 2W, S1/8M, THENCE EAST 42.56', THENCE N42°37'56.15"E, THENCE EAST 170.00' TO A POINT ON AN EXISTING GAS LINE AND TO THE POINT OF TERMINUS.