

"W2723125"

EM 2723125 PG 1 OF 3 LEANN H KILTS, WEBER COUNTY RECORDER 24-FEB-15 919 AM FEE \$14.00 DEP TOT REC FOR: QUESTAR GAS

Space above for County Recorder's use PARCEL I.D.# 07-109-0023

RIGHT-OF-WAY AND EASEMENT GRANT 38437

MHP #8 LLC, A Arizona 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 South Quarter of Section 21, Township 5 North, 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:

BEGINNING AT A POINT SOUTH 89° 30' 12" EAST 286.49' AND NORTH 00°00'00" WEST 142.73' FROM THE SOUTH QUARTER CORNER OF SECTION 21 TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN. THENCE RUNNING NORTH 32° 15' 23" West 11.51 FEET, THENCE NORTH 52° 36' 20" EAST 10.04 FEET, THENCE NORTH 32° 15' 23" WEST 85.34 FEET TO POINT OF TERMINUS.

07-109-0023. 125.

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 the rights granted herein may not be assigned or subleased to another person or entity unless agreed to in writing by the Grantor which consent shall not be unreasonably withheld, or unless to a company that is controlled by, or under common control with, Grantee, or to an entity succeeding to or acquiring substantially all of the assets of Grantee, in which case Grantor's permission shall not be required.

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 10th day of 7ebruary, 2015
MHP #8 LLC, an Arizona Limited Liability Company
By- The Vanderhout Family Trust, dated April 1 1995, Manager
By Will

STATE OF UTAH

) ss.

COUNTY OF WEBER

On the Oday of February, 20 Spersonally appeared before me

ORNEUS VANDERHOUT who, being duly sworn, did say that he/she is a Manager of MHP # 8 LLC , 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.

Notary Public



Cornelis B. Vanderhout, Trustee of the Vanderhout Family Trust