WHEN RECORDED MAIL TO: Questar Gas Company P.O. Box 45360, Right-of-way Salt Lake City, UT 84145-0360 Sinclair-Gailey.lc;

Ent 145308 8k 345 Pg 26
Date: 17-JUL-2018 3:17:02PM
Fee: \$16.00 Check Filed By: CB
RRENDA NELSON, Recorder
HORGAN COUNTY

Space ablans from Mining Recorder's use
PARCEL I.D.#00-0002-6227

SERIAL # 01-005-058

RIGHT-OF-WAY AND EASEMENT GRANT

SINCLAIR REAL ESTATE COMPANY, A Corporation of the State of Wyoming and GAILEY RANCH LLC, A Utah Limited Liability Company, "Grantor", do hereby convey and warrant to DOMINION ENERGY QUESTAR PIPELINE, LLC, a Utah limited liability company, 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 Fifty (50) 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 Morgan, State of Utah, and more particularly described as follows, to-wit:

Land of the Grantor located in the South Half of Section 26, Township 5 North, Range 1 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:

Commencing at the Southeast Corner of Section 26, Township 5 North, Range 1 East, Salt Lake Base and Meridian, a found BLM Brass Cap, thence North 82°46'48" West a distance of 2,086.63 feet to the centerline of a 50.00 foot easement for Dominion Energy Questar Pipeline, LLC Mainline 3 HDD Pipeline Project, said point being the true Point of Beginning which lies on the Southeasterly Boundary Line of the Gailey Ranch LLC Parcel, thence along the said centerline in the following (2) two courses:

- 1. North 77°42'31" West a distance of 2,016.21 feet;
- North 76°27'48" West a distance of 52.73feet to the Point of Terminus of said Centerline, said point also lies on the Southwesterly boundary line of the Gailey Ranch LLC parcel, said point lies North 61°19'14" East a distance of 1,360.22 feet from the Southwest Corner of Section 26, Township 5 North, Range 1 East, Salt Lake Base and Meridian, a Found BLM Brass Cap,

As shown and described in Exhibit C-1

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. Notwithstanding the foregoing, Grantor may construct an access road, street or driveway, and underground utilities, over or within the right-of-way provided that a minimum of four (4) feet of cover over the top of the pipeline is maintained.
- 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.

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 _	day of	
	SINCLAIR REAL ESTATE COMPANY	
ATTEST: , Secretary	By: Sou May L Sucremy President	
(SEAL)	GAILEY RANCH, LLC	
	By- Oth Licks, Manage	91. ger
STATE OF UTAH) ss. COUNTY OF Salt habe)		
On the landay of		
	Judy J. Care Notary Publ	 lic
STATE OF Massachusetts) COUNTY OF Norfolk)	TRUDY G. CASE NOTARY PUBLIC - STATE OF UTAH My Comm. Exp. 05/12/2020 Commission # 688265	
	, 20 <u>/8</u> personally appeared before me rn, did say that he is the Manager of egoing instrument was signed on behalf of sai aization or its Operating Agreement.	
	Aut Sholusta Notary Publ	 lic
Page 3	JULIE T. SCOLASTICO Notary Public COMMONWEALTH OF MASSACHUSETTS My Commission Expires January 21, 2022	\$

