

WHEN RECORDED, MAIL TO:
Questar Gas Company
P.O. Box 45360, Right-of-way
Salt Lake City, UT 84145-0360
UT00149-2oakwood.lp

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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
05/04/2015 11:49 AM
FEE \$16.00 Pgs: 4
DEP RT REC'D FOR QUESTAR GAS COMP
NY

Space above for County Recorder's use
PARCEL I.D.# 08-072-0026 P†

CORRECTIVE RIGHT-OF-WAY AND EASEMENT GRANT

~~—UT00149-2~~ 38611

OAKWOOD HOMES OF UTAH, L.L.C., 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 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 ^{Davis} State of Utah, and more particularly described as follows, to-wit:

Land of the Grantor located in Section 23, Township 3 North, Range 1 West, Salt Lake Base and Meridian; the basis of bearing is South 0°07'49" East 2638.06 feet between the East Quarter Corner and the Southeast Corner of Section 23, Township 3 North, Range 1 West, Salt Lake Base and Meridian.

Beginning at a point on the Grantor's South line, said point being 304.93 feet along the Section line South 0°07'49" East and 68.91 feet North 89°59'32" West from the East Quarter Corner of Section 23, Township 3 North, Range 1 West, Salt Lake Base and Meridian; thence North 34°05'05" West 1201.04 feet to the Grantor's North line; thence along the North line, North 89°47'40" West 46.45 feet; thence South 34°05'05" East 1201.24 feet to the Grantor's South line; thence along the South line East 46.33 feet to the point of beginning.

The purpose of this Corrective Right-of-Way and Easement Grant is to correct and define the description in that certain Right-of-Way and Easement Grant dated February 28, 1929 and recorded March 9, 1929 in Book H of Liens and Leases, Page 550 in the Davis County Recorder's Office, State of Utah.

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 have the right to construct a roadway, curb and gutter, and grass landscaping (Improvements) over and across Grantee's Facilities within the boundaries of the Easement.
3. Grantor(s) shall not change the contour within the right-of-way without prior written consent of Grantee.
4. Grantor(s) shall maintain a minimum three feet of cover over Grantee's Facilities.
5. All maintenance and construction activities, performed or authorized by Grantor within Grantee's Easement, including but not limited to excavating, surveying, leveling, grading, installing, placing, removing, reclaiming, recontouring, and constructing any improvements, are to be completed in accordance with any and all applicable industry practices or federal and state laws and regulations.
6. As required by law, Grantor shall notify Utah Blue Stakes at least 48 hours prior to starting ground disturbance or construction activities within the Easement area.
7. Grantee, at its sole discretion, may have qualified inspectors on site during construction activities in or near the Easement. In the event that Grantee's inspector(s) determine that there is a threat of imminent danger to any of Grantee's Facilities, Grantee's inspectors may suspend Grantor's construction activities, and Grantor shall defer to the judgment of Grantee's inspectors in such circumstances.

8. 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.
9. 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.
10. 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.

[Signature(s) and acknowledgement(s) on following page]

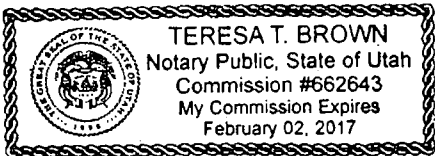
WITNESS the execution hereof this 20th day of April, 2015.

OAKWOOD HOMES OF UTAH, L.L.C.,
a Utah limited liability company

By- _____
JAMES DOOLIN
Vice President of Land of Utah Division

STATE OF Utah)
COUNTY OF Salt Lake) ss.

On the 20 day of April, 2015 personally appeared before me JAMES DOOLIN who, being duly sworn, did say that he is Vice President of Land of Utah Division of OAKWOOD HOMES OF UTAH, L.L.C., and that the foregoing instrument was signed on behalf of said company by authority of its Articles of Organization or its Operating Agreement.



Teresat T. Brown
Notary Public