WHEN RECORDED MAIL TO: Questar Gas Company P.O. Box 45360, Right-of-way Salt Lake City, UT 84145-0360 38243Grove.lp; ENT 72635:2014 PG 1 of 4

Jeffery Smith

Utah County Recorder

2014 Oct 09 03:39 PM FEE 17.00 BY CLS

RECORDED FOR Bonneville Superior Title Completer Control Cally RECORDED

ACCOMMODATION RECORDING ONLY.

BONNEVILLE SUPERIOR TITLE COMPANY MAKES NO REPRESENTATION AS TO CONDITION OF TITLE, NOR DOES IT ASSUME ANY RESPONSIBILITY FOR VALIDITY, SUFFICIENCY OR EFFECTS OF DOCUMENT

Space above for County Recorder's use PARCEL I.D.# 40:457:0001

RIGHT-OF-WAY AND EASEMENT GRANT 38243

Grove Ventures II, LLC, 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 Utah, State of Utah, and more particularly described as follows, to-wit:

Land of the Grantor located in Section 19, Township 5 South, Range 2 East, Salt Lake Base and Meridian;

Beginning at a point on the South right-of-way line of State Street said point being East 1924.03 feet and South 229.36 feet from the West quarter comer of Section 19, Township 5 South, Range 2 East; running thence South 72°54'46" East 20.00 feet; thence South 16°42'22" West 224.94 feet; thence South 160.33 feet; thence East 61.91 feet; thence South 20.00 feet; thence West 61.91 feet; thence South 133.82 feet; thence East 57.55 feet; thence South 20.00 feet; thence West 77.55 feet; thence North 173.75 feet; thence West 72.00 feet; thence North 20.00 feet; thence North 20.00 feet; thence East 72.00 feet; thence North 143.33 feet; thence North 16°42'22" East 32.47 feet; thence North 73°17'38" West 60.55 feet; thence North 16°42'22" East 20.00 feet; thence South 73°17'38" East 60.55 feet; thence North 16°42'22" East 175.54 feet to the point of beginning.

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.

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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	lay of <u>october</u> , 2014.
	Grove Ventures II, LLC, a Utah Limited Liability Company
	By: Millcreek Partners, LLC, a Utah Limited Liability Company, Manager
	By: Teton Land Company, LLC, a Utah Limited Liability Company, Manager
	By- Spencer H. Wright, Manager
STATE OF UTAH)) ss. COUNTY OF Davis)	
On the 7 day of October Spencer H. Worght that he/she is a Manager of Teton Land Company, instrument was signed on behalf of said company t it's Operating Agreement. * The Manager of Millcreek Pa Of Grove Ventures II, LLC	by authority of it's Articles of Organization or



