



W2722380

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WHEN RECORDED MAIL TO:
Questar Gas Company
P.O. Box 45360, Right-of-way
Salt Lake City, UT 84145-0360
38423MHP#12.lc;

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E# 2722380 PG 1 OF 3
LEANN H KILTS, WEBER COUNTY RECORDER
18-FEB-15 1251 PM FEE \$14.00 DEP JKC
REC FOR: QUESTAR GAS

Space above for County Recorder's use
PARCEL I.D.# 08-022-0025 *VP*

RIGHT-OF-WAY AND EASEMENT GRANT
38423

MHP #12, 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 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 on the Grantors South line, said point being North 0°35'10" East 1318.82 feet along section line and North 89°40'00" East 2369.97 feet along property line from the Southwest corner of said section; thence South 20.00 feet to the point of terminus.

TO HAVE AND TO HOLD the same unto said QUESTAR GAS COMPANY, its successors, 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 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 9th day of Feb., 2015

MHP #12, LLC, a Arizona Limited Liability Company

By: The Vanderhout Family Trust, dated April 1, 1995, Manager

By- [Signature]
Cornelis B. Vanderhout, Trustee of the Vanderhout Family Trust

STATE OF Arizona)
)ss
COUNTY OF Maricopa)

On the 9th day February, 2015 personally appeared before me CORNELIS VANDERHOUT who, being duly sworn, did say that they are the MANAGING member, respectively, of MHP #12 LLC, and that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors or its Bylaws, and said OPERATING AGREEMENT LLC acknowledged to me that said corporation duly executed the same.

Victoria Stewart
Notary Public

