WHEN RECORDED MAIL TO:
Questar Gas Company
P.O. Box 45360, Right-of-Way
Salt Lake City, UT 84145-0360
FL-097 Kane Creek Moab WBS 74774.23.lc; yj

Ent 530788 Bk 872 Pg 599 — 6 3 Date: 31-AUG-2018 1:55:09PM Fee: \$18.00 Check Filed By: VAR JOHN ALAN CORTES, Recorder GRAND COUNTY CORPORATION For: QUESTAR GAS COMPANY

Space above for County Recorder's use PARCEL I.D.# 03-0016-0002

RIGHT-OF-WAY AND EASEMENT GRANT

RW# 40789

KANE SPRINGS, LLC, a Utah limited liability company, "Grantor", does hereby convey and warrant to QUESTAR GAS COMPANY, a corporation of the State of Utah, dba Dominion Energy 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 ten (10) feet in width to construct, lay, maintain, operate, repair, alter, inspect, protect, make connections to, remove and replace pipelines and 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 Grand, State of Utah, and more particularly described as follows, towit:

Land of the Grantor located in Section 16, Township 26 South, Range 21 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:

RIGHT OF WAY IS IN THE SOUTHEAST QUARTER OF SECTION 16,T26S, R21E, SLB&M. THE BASIS OF BEARING IS N 01°09'43" W 2639.78 FEET FROM THE SOUTHEAST CORNER OF SECTION 16 TO THE EAST QUARTER CORNER OF SECTION 16, T26S, R21E, SLB&M;

BEGINNING AT A POINT ON EXISTING HIGH PRESSURE GAS LINE, SAID POINT IS 331.25 FEET ALONG SECTION LINE N 01°09'43" W AND 381.68 FEET N 90°00'00" W FROM THE SOUTHEAST CORNER OF SECTION 16, T26S, R21E, SLB&M; THENCE S 53°15'45" E 50.09 FEET TO THE POINT OF TERMINUS AND THE PROPOSED RECTIFIER AND POWER METER.

CONTAINS - 500.80 SQ FEET - 0.011 ACRES

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 and easement 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 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 does hereby covenant, warrant and agree as follows:

- 1. Grantor shall not build or construct, nor permit to be built or constructed, over or across the right-of-way and easement, any building, retaining walls, rock walls, footings or improvement which impairs the maintenance or operation of the Facilities.
- 2. Grantor shall not change the contour within the right-of-way and easement without prior written consent of Grantee.
- 3. Grantor 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 and easement, without prior written consent of Grantee.
- 4. Grantor shall not place personal property within the right-of-way and easement 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, and without any obligation of restoration or compensation.
- 6. Grantee shall, within a reasonable period of time, repair any damage caused to Grantor's land resulting from the reconstruction, operation, repair, replacement, or maintenance of Grantee's Facilities as near as reasonably possible to its pre-construction condition.

This right-of-way and easement shall be binding upon and inure to the benefit of the successors and assigns of Grantors and the successors and assigns of Grantee, and may be assigned in whole or in part by Grantee.

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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.

[Signatures and Notary Acknowledgments on Following Page]

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WITNESS the execution hereof this $3 \int da$	y of <u>July</u> , 2018.
	GRANTOR: KANE SPRINGS, LLC, A Utah limited Liability Company
	By: Mark CHendricks
	Print Name: Mark C. Hendricks
	Its: Authorized Representative
state of utah) ss. county of Wasatch)	
On the 31 day of July Wark C. Hundricks	, 2018 personally appeared before me
that he/she is a-Manager of KANE SPRINGS, LLC, an on behalf of said company by authority of its Article Agreement. AUTHURIZED PERESONTATIVE	d that the foregoing instrument was signed
NOTARY PUBLIC SHIRLEY M SOSA 686660 COMMISSION EXPIRES APRIL 19, 2020	Mily M. So Ne Notary Public

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