

WHEN RECORDED MAIL TO:

Questar Gas Company
P.O. Box 45360, Right-of-way
Salt Lake City, UT 84145-0360
Blackstone Bypass..Lp RW01

Ent 426475 Bk 1163 Pg 1387-1390
Date: 12-JUL-2016 9:51:30AM
Fee: \$18.00 Check Filed By: JP
PEGGY SULSER, Recorder
WASATCH COUNTY CORPORATION
For: QPC PROPERTY & RIGHT OF WAY

Space above for County Recorder's use

Parcel# 00-0020-4148

RIGHT-OF-WAY AND EASEMENT GRANT

39529

BLACKSTONE CREEK, 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 30 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"), said right-of-way being situated in the County of Wasatch, State of Utah, and more particularly described as follows, to-wit:

Land of the Grantor located in Section 33, Township 3 South, Range 5 East, Salt Lake Base and Meridian;

The said right-of-way and easement shall extend through and across the above-described land and premises as follows, to-wit:

ROW #1

Beginning at a point S.00°01'53"E. 1,461.74 feet and thence N.89°58'07"E. 1,463.04 feet from the Northwest Corner of said Section 33, said point being on the easterly boundary line of the Grantor's land, said point being the POINT OF BEGINNING and running thence South 46.17 feet along said easterly boundary line; thence 247.71 feet along the arc of a 267.00 foot radius curve to the left, through a central angle of 53°09'23", (Chord bears N.63°26'05"W. 238.92 feet); thence N.00°01'16"W. 0.29 feet; thence S.89°57'55"W. 129.38 feet; thence 104.63 feet along the arc of a 297.00 foot radius curve to the right, through a central angle of 20°11'08", (Chord bears S.54°05'41"E. 104.09 feet to the POINT OF BEGINNING.

Containing 4,691.91 square feet or 0.108 acres, more or less.

Also,

ROW #2

A strip of land situated in the South Half of the Southwest Quarter of Section 33, Township 3 South, Range 5 East, Salt Lake Base and Meridian

Beginning at a point S.00°01'53"E. 1,400.43 feet N.89°58'07"E. 7.16 feet from the Northwest corner of said Section 33, said point being on the westerly boundary line of the Grantor's land said point being the POINT OF BEGINNING and running thence N.89°58'45"E. 248.34 feet; thence S.00°01'16"E. 0.58 feet; thence S.84°50'23"W. 110.43 feet; thence N.89°49'08"W. 1.99 feet; thence 59.71 feet along the arc of a 457.54 foot radius curve to the left, through a central angle of 7°28'37", (Chord bears S.86°26'33"W. 59.67 feet), to point of reverse curvature; thence 12.12 feet along the arc of a 114.00 foot radius curve to the right, through a central angle of 6°05'33", (Chord bears S.85°45'01"W. 12.12 feet); thence S.88°48'59"W. 64.56 feet; thence N.00°40'57"W. 16.35 feet to the POINT OF BEGINNING.

Containing 2,516.02 square feet or 0.0578 acres, more or less.

Also,

ROW #3

A strip of land situate in the South Half of the Southwest Quarter of Section 33, Township 3 South, Range 5 East, Salt Lake Base and Meridian
LEGAL DESCRIPTION

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Beginning at a point S.00°01'53"E. 1,400.43 feet and .89°58'07"E. 7.16 feet from Northwest Corner of said Section 33, said point being on the westerly boundary line of Grantor's land said point being the POINT OF BEGINNING and running thence N.00°41'27"W. 13.68 feet; thence N.88°50'32"E. 64.29 feet; thence 8.93 feet along the arc of a 84.00 foot non-tangent curve to the left, through a central angle of 06°05'33", (chord bears N.85°45'01"E. 8.93 feet) to a point of reverse curvature; thence 64.21 feet along the arc of 487.54 foot radius curve to the right, through a central angle of 07°32'44", (chord bears N.86°28'37"E. 64.16 feet); thence N.84°50'23"E. 110.38 feet; thence N.89°57'42"E. 994.97 feet; thence 134.13 feet along the arc of a 297.00 foot non-tangent curve to the right, through a central angle of 25°52'34", (chord bears S.77°07'32"E. 133.00 feet); thence S.89°50'16"W. 12.54 feet; thence S.89°58'44"W. 1,110.72 feet; thence S.89°58'45"W. 248.34 feet to the POINT OF BEGINNING.

Containing 36,927.45 square feet or 0.8477 acres, more or less.

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 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, 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 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, without prior written consent of Grantee.

4. Grantor 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, 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 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.

IN WITNESS WHEREOF, Grantor has caused its corporate name and seal to be hereunto affixed this 13 day of May, 2016.

Blackstone Creek LLC

By: Richard L Hansen
VP Manager

STATE OF UTAH)
COUNTY OF Salt Lake) ss.

On the 13 day of May, 2016, personally appeared before me Richard L Hansen who, being duly sworn, did say that he/she is a Manager VP of Blackstone Creek LLC, and that the foregoing instrument was signed on behalf of said company by authority of it's Articles of Organization or it's Operating Agreement.

Karen Elizabeth Booth
Notary Public

