

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



ENT 64645:2017 PG 1 of 4
JEFFERY SMITH
UTAH COUNTY RECORDER
2017 Jul 05 10:24 am FEE 16.00 BY MA
RECORDED FOR QUESTAR

Space above for County Recorder's use

PARCEL I.D.# 19:043:0002

RIGHT-OF-WAY AND EASEMENT GRANT

Earl and Marilyn Prete Family Trust, Dated January 19, 2016, "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 only to construct, lay, maintain, operate, repair, alter, inspect, protect, make connections to, remove and replace underground 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 the SE/4 NE/4 33 Section, Township 6 South, Range 2 East, Salt Lake Base and Meridian;

A 20-FOOT-WIDE STRIP OF LAND LOCATED IN SECTION 33, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, PROVO CITY, UTAH COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE GRANTORS NORTH PROPERTY LINE, SAID POINT BEING N 00° 36' 48" W 365.44 FEET ALONG THE SECTION LINE AND WEST 1278.62 FEET FROM THE EAST QUARTER CORNER OF SAID SECTION 33; THENCE S 01° 07' 23" E 274.68 FEET TO THE GRANTORS SOUTH PROPERTY LINE; THENCE S 89° 19' 00" W 20.00 FEET ALONG THE GRANTORS SOUTH PROPERTY LINE; THENCE N 01° 07' 23" W 274.68 FEET TO THE GRANTORS NORTH PROPERTY LINE; THENCE N 89° 19' 00" E 20.00 FEET ALONG THE GRANTORS NORTH PROPERTY LINE TO THE POINT OF BEGINNING.

CONTAINS: 5,493.44 SQ FT OR 0.13 ACRES

As shown in Exhibit A attached.

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. This easement is intended for the Grantee's use and does not include any rights for public use.


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.

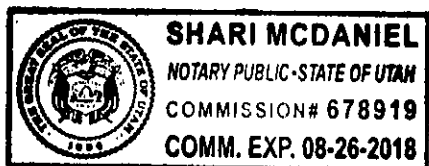
It is hereby understood that any parties securing this grant on behalf of Grantee are without authority to make any representations, covenants or agreements not herein expressed.

WITNESS the execution hereof this 5 day of ~~June~~^{July} 2017.


By- Earl Prete, Trustee

STATE OF UTAH)
) ss.
COUNTY OF UTAH

On the 5 day of July, 2017 personally appeared before me Earl Prete who, being duly sworn, did say that he/she is a Manager ^{mfc} of Earl & Marilyn Prete Family Trust, and that the foregoing instrument was signed on behalf of said company by authority of its Articles of Organization or its Operating Agreement.





Notary Public

Exhibit A

