WHEN RECORDED MAIL TO: Questar Gas Company P.O. Box 45360, Right-of-way Salt Lake City, UT 84145-0360 lp; RW01



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JEFFERY SMITH
UTAH COUNTY RECORDER
2014 Oct 08 8:47 am FEE 17.00 BY CLS
RECORDED FOR QUESTAR GAS COMPANY

Space above for County Recorder's use

RIGHT-OF-WAY AND EASEMENT GRANT

MORFARM, 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 10.00 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 Utah, State of Utah, and more particularly described as follows, to-wit:

Land of the Grantor located in Section 8, Township 8 South, Range 3 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:

Beginning at a point in a fence line located N89°28'05"E along the Section Line 22.26 feet and South 6.71 feet from the North Quarter Corner of Section 8, T8S, R3E, S.L.B & M.; thence S89°59'10"E along the fence line 616.79 feet; thence South 10.00 feet; thence N89°59'10"W 612.49 feet to the easterly line of that Questar Gas right-of-way and easement described in Deed Entry No. 149282:2003 in the official records of the Utah County Recorder; thence N23°16'24"W along said right-of-way and easement 10.89 feet to the point of beginning.

Contains: ±6,146 Sq. Ft.

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.
- 6. Grantor 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, 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 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 <u>7th</u> day of <u>October</u>, 20<u>14</u>.

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MORFARM, LLC

By:				
	9	Mike	Morley,	Manager

STATE OF UTAH) ss.	
COUNTY OF UTAH)	
On the 7th day of October	, 20_14_ personally appeared before me

Mike Morley who, being duly sworn, did say that he is Manager of MORFARM,LLC and the foregoing instrument was signed on behalf of said company by authority of its Articles of Organization or its Operating Agreement.

JENNIFER LIND

NOTARY PUBLIC - STATE OF UTAH

COMMISSION# 674465

COMM. EXP. 02-01-2018

Notary Public

