

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

Entry 2015004315  
Book 1433 Pages 179-181 \$14.00  
11-MAY-15 01:38  
BRENDA McDONALD  
RECORDER, UTAH COUNTY, UTAH  
QUESTAR PIPELINE COMPANY ATTN RIGHT  
PO BOX 45360 SALT LAKE, UT 84145-03  
Rec By: WANDA MERKLEY , DEPUTY

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Space above for County Recorder's use  
PARCEL I.D.# ~~01~~:133:0022  
4

**RIGHT-OF-WAY AND EASEMENT GRANT**  
ROW# 38568

Boyer Terra Academy, L.C., "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 twenty (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 Uintah, State of Utah, and more particularly described as follows, to-wit:

Land of the Grantor located in the Section 21, Township 4 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:

Beginning at a point which is N1°44'8" W 1,258.30 feet and West 559.80 feet from the South Quarter Corner of Section 21, T4S, R21E, SLB&M. Thence, parallel with and 10' easterly of the Grantor's west property line N 60°11'26" W 199.84 feet to a point on a 690.00 foot radius curve to the right, thence along said curve 530.88 feet (the chord of which bears N 38°8'56" W 517.89 feet) to a point on the Grantor's north property line and the point of terminus.

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. 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 right-of-way and 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 and easement 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.

WITNESS the execution hereof this 20th day of April, 2015.

GRANTOR:  
Boyer Terra Academy, L.C.

By: 

Print Name: Devon Glenn

Its: Manager

STATE OF UTAH )  
 ) ss.  
COUNTY OF SALT LAKE )

On the 20<sup>th</sup> day of April, 2015 personally appeared before me  
Devon Glenn who, being duly sworn, did say  
that he/she is a Manager of Boyer Terra Academy, L.C., and that the foregoing instrument was  
signed on behalf of said company by authority of its Articles of Organization or its Operating  
Agreement.



