WHEN RECORDED MAIL TO: Questar Gas Company P.O. Box 45360, Right-of-way Salt Lake City, UT 84145-0360 4314Andg.cp; RW01



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JEFFERY SMITH
UTAH COUNTY RECORDER
2014 Aug 22 12:45 PM FEE 16.00 BY E0
RECORDED FOR MTLH, LLC

Space above for County Recorder's use

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

MTLH, L.L.C. , a Limited Liability company of the State of Utah, 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 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 6 South, Range 2 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 the Southeast Corner of said Section 8; thence North 00°47'32" West a distance of 878.77 feet along the Section line and West a distance of 355.37 feet to the real point of beginning; running thence South 00°08'44" East a distance of 20.00 feet; thence South 89°51'16" West a distance of 464.61 feet; thence North a distance of 262.92 feet; thence West a distance of 415.89 feet to a point of curvature of a 376.00 foot radius tangent curve to the left; thence Southwesterly along the arc of said curve a distance of 54.72 feet, said curve having a central angle of 08°20'19" and a chord that bear South 85°49'50" West a distance of 54.67 feet; thence South 81°39'40" West a distance of 40.81 feet to a point on the Easterly right of way of Mill Road Vineyard, Utah, said point also be a point of curvature of a 899.00 foot radius non-tangent curve to the left; thence Northwesterly along the arc of said curve and right of way a distance of 48.01 feet, said curve having a central angle of 03°03'34" and a chord that bears North 08°19'09" West a distance of 48.00 feet; thence North 81°39'40" East a distance of 40.79 feet to a point of curvature of a 424.00 foot radius tangent curve to the right; thence Northeasterly along the arc of said curve a distance of 61.71 feet, said curve having a central angle of 08°20'19" and a chord that bears North 85°49'50" East a distance of 61.65 feet; thence East a distance of 466.89 feet; thence South a distance of 290.79 feet; thence North 89°51'16" East a distance of 413.56 feet to the point of beginning.

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 21 day of August

> MTLH, LLC, A Utah Limited Liability Company

> > Bart Brockbank, Manager

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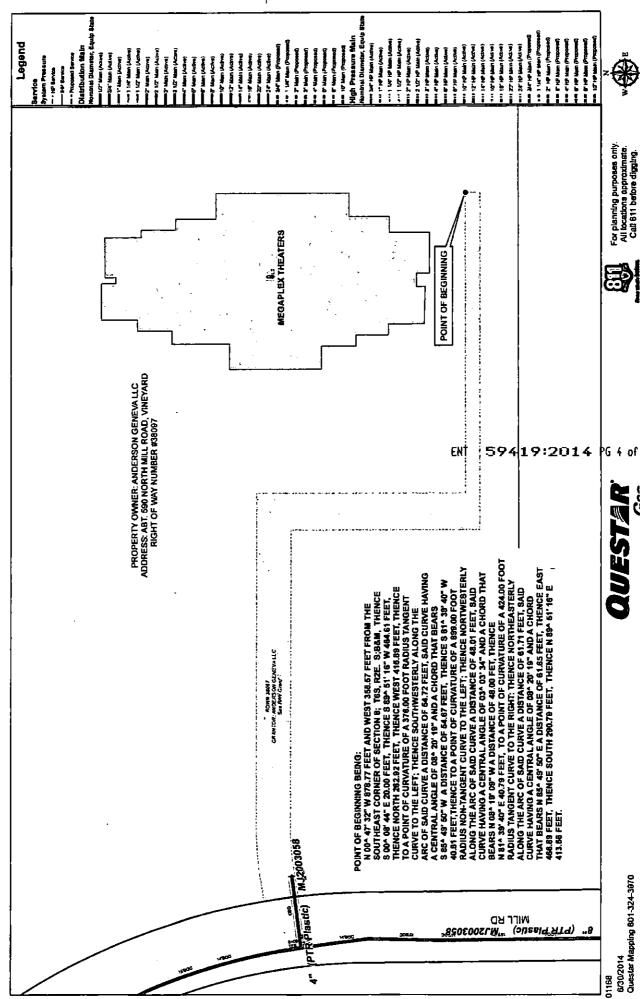
CHERYL BARCLAY STATE OF UTAH ) ss. Comm. No. 653897 My Comm. Expires Apr 6, 2016 COUNTY OF Utah

On the 21 day of August \_, 20년 personally appeared before me the signers of the foregoing easement who duly acknowledge to me that they did execute the same.

Chery Burlay
Notary Public

Notary Public

State of Utah



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6/30/2014 Questar Mapping 801-324-3970