WHEN RECORDED MAIL TO: Questar Gas Company P.O. Box 45360, Right-of-way Salt Lake City, UT 84145-0360 34515tifie.lp;

Ent 129939 Bk 307 Pg 1266 Date: 18-JUL-2013 4:07:33PM Fee: \$16.00 Check Filed By: CB BRENDA NELSON, Recorder MORGAN COUNTY For: QPC PROPERTY

Space above for County Recorder's use PARCEL I.D.# 01-002-055

RIGHT-OF-WAY AND EASEMENT GRANT 34515

TIFIE RANCH, L.L.C., 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 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 Morgan, State of Utah, and more particularly described as follows, to-wit:

Land of the Grantor located in Section 4, Township 2 North, Range 3 East, Salt Lake Base and Meridian;

Beginning at a point on Grantor's East property line, said point is the Northwest Corner of the adjoining property, said point is 1290.08 feet along the Section line North 89°16'30" East to said East line, and along East line 268.89 feet North 0°48'00" East from the West Quarter Corner of Section 4, Township 2 North, Range 3 East, Salt Lake Base and Meridian;

Thence North 50°31'43" West 226.00 feet; thence North 36°37'06" West 238.60 feet; thence North 62°14'23" West 65.77 feet; thence North 46°52'35" West to a point on the South line of Highway 66 78.09 feet; thence along said South line North 69°22'00" West 52.28 feet; thence South 46°52'35" East 129.10 feet; thence South 62°14'23" East 63.92 feet; thence South 36°37'06" East 236.47 feet; thence South 50°31'43" East 230.97 feet; thence South 64°56'29" East to the said East property line 11.55 feet; thence North 0°48'00" East along East line 21.94 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(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.

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 <u>/0</u> † | day of <u>July</u> , 20 <u>13</u> . |
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| | TIFIE RANCH, L.L.C., a Utah Limited Liability Company By- ROBERT WORKMAN, Manager |
| STATE OF UTAH) COUNTY OF Morgan) | |
| On the 10th day of | , 2013 personally appeared before me who, being duly sworn, did say, and that the foregoing by authority of it's Articles of Organization or |
| KATIE C. SECRETAN Notary Public State of Utah My Commission Expires on: May 12, 2014 Comm. Number: 582637 | Motary Public |

