WHEN RECORDED MAIL TO: Questar Gas Company P.O. Box 45360, Right-of-way Salt Lake City, UT 84145-0360 FL24/UT39443DE ENT3072:2020 PG 1 of 3
Jeffery Smith
Utah County Recorder
2020 Jan 09 02:40 PM FEE 40.00 BY MA
RECORDED FOR Metro National Title Associates
ELECTRONICALLY RECORDED

Space above for County Recorder's use PARCEL I.D.# 11-023-0110

CORRECTIVE RIGHT-OF-WAY AND EASEMENT GRANT UT 39433

COTTLE CAPITAL GROUP, LLC , "Grantor", does hereby convey and warrant to QUESTAR GAS COMPANY, a corporation of the State of Utah, dba Dominion Energy 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 Utah, State of Utah, and more particularly described as follows, to-wit:

A strip of land Located in the SE1/4 of Section 24 of Township 4 South, Range 1 East, Salt Lake Base and Meridian. Affects one (1) parcel identified by Utah County Tax Id. Number 11:023:0110, being more particularly described as follows:

BEGINNING AT A POINT ON THE WESTERLY RIGHT OF WAY LINE OF MAIN STREET – (UT-74), SAID POINT BEING S89°46'31"W 1,231.47 FEET AND N00°49'43"E 13.18 FEET FROM THE SOUTHEAST CORNER OF SECTION 24, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE N83°37'20"W 94.70 FEET; THENCE N40°12'33"W 26.23 FEET; THENCE N79°29'09"W 35.04 FEET; THENCE N71°01'50"W 60.71 FEET TO THE WESTERLY BOUNDARY LINE OF SAID PARCEL; THENCE ALONG SAID WESTERLY BOUNDARY LINE N40°36'05"E 21.52 FEET; THENCE S71°01'50"E 51.30 FEET; THENCE S79°29'09"E 40.70 FEET; THENCE S40°12'33"E 25.40 FEET; THENCE S83°37'20"E 84.79 FEET TO THE WESTERLY RIGHT OF WAY LINE OF MAIN STREET – (UT-74); THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE S00°49'43"W 20.09 FEET TO THE POINT OF BEGINNING.

Contains: 4,189 square feet or 0.10 acres+/-

ACCOMMODATION RECORDING ONLY
METRO NATIONAL TITLE ASSOCIATES MAKES NO
REPRESENTATION AS TO CONDITION OF

REPRESENTATION AS TO CONDITION OF TITLE, NOR DOES IT ASSUME ANY RESPONSIBILITY FOR VALIDITY, SUFFICIENCY OR EFFECTS OF DOCUMENT *** The purpose of this Corrective document is to correct the legal description of that certain Right-of-Way and Easement Grant recorded on June 9, 2015 as Entry # 50117:2015, in the office of the county recorder for Utah County, State of Utah. This corrective document is to replace and supersede said original grant document. ***

TO HAVE AND TO HOLD the same unto said Grantee, 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

ENT 3072:2020 PG 3 of 3

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.

Notary Public
SHERRY I FENN
Commission Number 701466
My Commission Expires
July 27, 2022
State of Utah