WHEN RECORDED MAIL TO: Questar Gas Company P.O. Box 45360, Right-of-way Salt Lake City, UT 84145-0360 AcademyVillage; bn 13748755

06/18/2021 11:30 AM \$40.00

Book - 11224 P9 - 2833-2837

RASHELLE HOBBS

RECORDER, SALT LAKE COUNTY, UTAH

QUESTAR GAS COMPANY

PO BOX 45360 RIGHT OF WAY

SALT LAKE CITY UT 84145

BY: 6GA, DEPUTY - MA 5 P.

Space above for County Recorder's use PARCEL I.D.# 33074280020000

RIGHT-OF-WAY AND EASEMENT GRANT 41302

Academy Village Land Holdings, LLC., A Utah Limited Liability Company, "Grantor", does hereby convey and warrant to QUESTAR GAS COMPANY dba Dominion Utah, 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 (referred to in this Grant as the "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") as follows: Ten feet on each side of the centerlines shown on the attached plat, designated Exhibit "A", and by reference made a part of this Grant, which centerlines are within that certain development known as POD 35 SUBDIVISION, in the vicinity of Herriman, UT, which development is more particularly described as:

Land of the Grantor located in the Southwest Quarter of Section 8, Township 4 South, Range 1 West, Salt Lake Base and Meridian;

BEGINNING AT A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF REAL VISTA DRIVE, SAID POINT BEING SOUTH 0°28'03" WEST 446.19 FEET ALONG THE SECTION LINE AND SOUTH 89°31'57"EAST 346.14 FEET FROM THE WEST QUARTER CORNER OF SECTION 8, T4S, R1W, SLBM AND RUNNING:

THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE THE FOLLOWING SEVEN COURSES:

SOUTH 38°24'00" WEST 492.69 FEET; 101.78 FEET ALONG THE ARC OF A 1249.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 04°40'08" (LONG CHORD BEARS

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SOUTH 40°44'04" WEST 101.75 FEET); SOUTH 43°04'08" WEST 131.83 FEET; NORTH 51°59'37" WEST 8.55 FEET; SOUTH 39°58'51" WEST 182.07 FEET; SOUTH 38°24'26" WEST 138.00 FEET; SOUTH 75°51'28" WEST 59.20 FEET TO THE EXISTING NORTHERLY RIGHT OF WAY LINE OF MOUNTAIN VIEW CORRIDOR:

THENCE NORTH 53°35'22" WEST 929.13 FEET ALONG SAID NORTHERLY RIGHT OF WAY LINE OF MOUNTAIN VIEW CORRIDOR;

THENCE NORTH 38°28'30" EAST 69.66 FEET;

THENCE NORTH 38°24'00" EAST 642.62 FEET;

THENCE SOUTH 51°36'00" EAST 10.00 FEET;

THENCE NORTH 38°24'00" EAST 392.76 FEET TO SAID SOUTHERLY RIGHT OF WAY LINE OF AUTUMN CREST BOULEVARD A POINT OF CURVATURE;

THENCE ALONG SAID SOUTHERLY RIGHT OF WAY THE FOLLOWING TWO COURSES: 31.42 FEET ALONG THE ARC OF A 20.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 90°00'00" (LONG CHORD BEARS NORTH 83°24'00" EAST 28.28 FEET); SOUTH 51°36'00" EAST 962.94 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 1,083,622 SQ.FT. / 24.87 ACRES

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 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(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 5 day of August, 2021.

Academy Village Land Holdings, LLC.

BMatt

, Manager

STATE OF UTAH)			
COUNTY OF)) ss.			
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	ohn Alexander Da otary Pubuc - STATE by Comm. Exp. 12/ Commission # 69	22/2021	Jalle J	Notary Public	

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DEU R.OW. #: 41302 MJ #:2026414 GRANTOR: ACADEMY VILLAGE LAND HOLDINGS, LLC DRAWN BY: B.SMITH	BORE POR WINT FEED BORE P
DOMINION ENERGY UTAH 1140 WEST 200 SOUTH SALT LAKE CITY, UTAH 84104	ACADEMY VILLAGE LAND HOUBINGS ACC JUDD NESSENGER ACADEMY VILLAGE POP 35 HERRIMAN OF 45th JF BOC ALONG AUTUMN SPRING BY CONTINUE FROM THE POP, APPROX 250 CHENNONG SELLAGING TO HERRIMAN CRY) FOR APPROX 250 CHENN THEN BY SK, IN IN 100 PUE CONTINUES THEN WAS IN IN 100 PUE CONTINUES THEN WAS INTO CHENN THEN WAS INTO THE PARALLE UTILITIES INTO CHENN THEN WAS INTO CHENN
PROPOSED DOMINION ENERGY UTAH PAGE: RIGHT-OF-WAY LOCATED IN 1 SECTION 7 & 8, T.4S., R.1W., S.L.B.&M. OF: SALT LAKE COUNTY, UTAH 1	