WHEN RECORDED MAIL TO: Questar Gas Company P.O. Box 45360, Right-of-Way Salt Lake City, UT 84145-0360 41192.RIVE.PLS.lc; 13423636
10/12/2020 09:26 AM \$40.00
Book - 11036 Ps - 7764-7770
RASHELLE HOBBS
RECORDER, SALT LAKE COUNTY, UTAH
QUESTAR GAS COMPANY
PO BOX 45360
RIGHT-OF-WAY
SLC UT 84145
BY: ARA, DEPUTY - WI 7 P.

Space above for County Recorder's use PARCEL I.D.# 27-31-376-001

RIGHT-OF-WAY AND EASEMENT GRANT 41192

RIVERTON CENTERCAL 2, LLC, a Delaware limited liability company, "Grantor", does hereby convey and warrant to QUESTAR GAS COMPANY dba Dominion Energy 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 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 Salt Lake, State of Utah, and more particularly described as follows, to-wit:

Land of the Grantor located in the Southwest Quarter of Section 31, Township 3 South, Range 1 West, 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:

Mountain View Village Phase 2 Gas Easement

Riverton Centercal 2, LLC

Located in the south half of Section 31, Township 3 South, Range 1 West, Salt Lake Base and Meridian, Riverton, Utah, more particularly described as follows:

Beginning at a point at the intersection of the northerly Right-of-Way line of 13400 South Street, as described in a Quit Claim deed recorded as Entry No. 11352724 on March 19, 2012 in Book 10000 at Page 4080 in the Salt Lake County Recorder's office and the easterly line of gas easement as described in a Right-of-Way and Easement Grant recorded as Entry No. 13335180 on July 21, 2020 in Book 10983 at Page 2199 in the Salt Lake County Recorder's office, said point also being being South 89°34'03" East 2500.52 feet and North 00°25'57" East 68.11 feet from the Southwest Corner of said Section 31 and running thence, along said easterly line, North 00°29'56" East 13.99 feet; thence South 89°25'54" East 241.85 feet; thence

South 00°02'57" West 15.86 feet to the aforesaid northerly Right-of-Way line of 13400 South Street; thence, along said northerly Right-of-Way line, the following two (2) courses: (1) North 88°17'31" West 109.58 feet, (2) North 89°33'54" West 132.42 feet to the Point of Beginning.

Contains 3,449 Sq. Ft. (0.08 Ac.)

Basis of Bearing being South 89°34'03" East between the Southwest Corner and the South Quarter Corner of Section 31, Township 3 South, Range 1 West, Salt Lake Base and Meridian Basis of Bearing being South 89°34'03" East between the Southwest Corner and the South Quarter Corner of Section 31, Township 3 South, Range 1 West, Salt Lake Base and Meridian.

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 for any purpose so long as such use does not unreasonably interfere with the Facilities or any other rights granted to Grantee hereunder.

Without limiting the generality of the foregoing, Grantor and Grantee do 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, which consent shall not be unreasonably conditioned, withheld or delayed.
- 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, which consent shall not be unreasonably conditioned, withheld or delayed.
- 4. Grantor shall not place personal property within the right-of-way and easement that impairs the maintenance or operation of the Facilities.

- 5. Following notice to and consultation with Grantor, 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. If, in connection with the use, occupation and enjoyment of the right-of-way and easement hereby granted, landscape, hardscape, sidewalk, existing utilities or other improvements on the Grantor property are damaged or destroyed by Grantee, or any employee, agent, contractor, subcontractor, permittee or builder of Grantee, Grantee shall, within a reasonable time under the circumstances, repair or replace such damaged or destroyed improvements. Notwithstanding the foregoing, Grantee has no obligation to replace any improvement or other item which (i) unreasonably interferes with the maintenance or operation of the Facilities or (ii) was installed in violation of the terms of this easement.
- 7. Notwithstanding that any Facilities shall have been installed, constructed and operating under the easement property as described above, Grantor may provide written notice to Grantee requesting Grantee to remove and relocate the Facilities and the easement and Grantee shall remove and relocate the Facilities, to another location mutually agreed upon by the Grantor and Grantee, provided that (i) the easement will remain not less than twenty (20) feet in width, (ii) such new location shall be adequate for the purposes of the easement described herein, and (iii) Grantor shall be responsible for the actual costs of removing and relocating the Facilities to the new location.
- 8. 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 or Grantor.
- 9. 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, the parties have caused this Right-of-Way and Easement Grant to be executed as of the 23 day of SEPTEMBEL 2020.

	RIVERTON CENTERCAL 2, LLC, a Delaware limited liability company				
	By: CENTERCAL, LLC, a Delaware limited liability company, its sole member				
	By: CENTERCAL ASSOCIATES, LLC, a Delaware limited liability company, its Managers				
	By:				
	GRANTEE By: QUESTER GAS COMPANY dba Dominion Energy Utah				
•	Name: fem				
	Its: LAND Acent				
STATE OF LEFAST)) ss.				
COUNTY OF ACTUAL	33				
Onbefore me,,					
a Notary Public, personally appeared, who proved to me on the basis of satisfactory evidence to be the person(s) who name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.					
I certify under PENALTY OF PE foregoing paragraph is true and corr	RJURY under the laws of the State of California that the eect.				
WITNESS my hand and official sea	ıl. ,				
Notary Signature and Seal					

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Page 4 of 5 Pages

BK 11036 PG 7767

CALIFORNIA CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.	of ot
State of California (
County of Lis Migells)	
on September 33,200 before me, Cakiel P	blocks Notary Public, reinsert name and title of the officer)
personally appeared	·
who proved to me on the basis of satisfactory evidence to be the per- the within instrument and acknowledged to me that he/she/th authorized capacity(jes), and that by his/her/their signature(s) on the upon behalf of which the person(s) acted, executed the instrument.	ey executed the same in his/her/their
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.	GABRIEL ROBERTS COMM. #2251967 Notary Public - California
WITNESS my hand and official seal.	Los Angeles County My Comm. Expires Aug. 29, 2022
Signature	(Seal)
	(Seal) (Seal)
	от пом тремытеськом громных сном гром на селом гром на селом громных сном громных с
Optional Information Ithough the information in this section is not required by law, it could prevent fraudulent remova nauthorized document and may prove useful to persons relying on the attached document. Description of Attached Document the preceding Certificate of Acknowledgment is attached to a document	Method of Signer Identification Proved to me on the basis of satisfactory evidence:
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STATE OF UTAH)			
) ss.			
COUNTY OF SALT LAKE)			
On the day of day of before me Paul Sween, who, being Representative of QUESTAR GAS COMP the State of Utah, and that the foregoing ir authority of its Board of Directors.	PANY dba Dom	inion Energy Utah, a cor	poration of
Nota	ry Signature and S	Seal	
		NOTARY PUBLIC RYAN E. SNOW 700925 COMMISSION EXPIRES JUNE 18, 2022 STATE OF UTAH	·