WHEN RECORDED MAIL TO: Questar Gas Company P.O. Box 45360, Right-of-way Salt Lake City, UT 84145-0360 AcademyVillage.le; 13544350 01/26/2021 11:06 AM \$40.00 Book - 11105 P9 - 6788-6791 RASHELLE HOBES RECORDER, SALT LAKE COUNTY, UTAH QUESTAR GAS COMPANY PO BOX 45360 RIGHT OF WAY SALT LAKE CITY UT 84145-0360 BY: MZA, DEPUTY - WI 4 P.

Space above for County Recorder's

use

PARCEL I.D.#

33074280020000

RIGHT-OF-WAY AND EASEMENT GRANT 41239

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 and the East half of Section 7, Township 4 South, Range 1 West, Salt Lake Base and Meridian;

All of Lot 1, POD 35 SUBDIVISION AMENDING LOT C, SOUTH HERRIMAN,

according to the official plat thereof, filed in the office of the Salt Lake County Recorder

in Plat Book 2019P at Page 45 of official records.

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.

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WITNESS the execution hereof this	s 25 day of January , 2021.	
LLC.	Academy Village Land Holdings, By- John Lindsley, Manager	
STATE OF UTAH) ss.		
COUNTY OF)		
On the 25th day of January before me John Lindsley its Operating Agreement.	, 20 <u>2(</u> personally appeared	wh
John Alexander Dahlstrom NOTARY PUBLIC - STATE OF UTAH My Comm. Exp. 12/22/2021 Commission # 698148	Notary Public	

