

WHEN RECORDED MAIL TO:
Questar Gas Company
P.O. Box 45360, Right-of-way
Salt Lake City, UT 84145-0360
MJ0002027606; AS

14037878 B: 11383 P: 3657 Total Pages: 6
11/02/2022 11:04 AM By: srigby Fees: \$40.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: QUESTAR GAS COMPANY
PO BOX 45360 SALT LAKE CITY, UT 84145



Space above for County Recorder's use
PARCEL I.D.# 22-20-405-022-0000

RIGHT-OF-WAY AND EASEMENT GRANT

ICO Fort Union, LLC, A Utah 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 (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: Nine 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 Walsh Parcel – Phase 2, in the vicinity of Cottonwood Heights, which development is more particularly described as:

Land of the Grantor located in Section 20, Township 2 South, Range 1 East, Salt Lake Base and Meridian;

BEG S 1029.6 FT & W 1269 FT FR E 1/4 COR OF SEC 20, T 2S, R 1E, SLM; S 227.7 FT; W 661.5 FT; S 28° E 89.19 FT; S 30°39'46" W 30.82 FT; S 43°32'57" E 34.78 FT; S 46°00'39" E 31.79 FT; S 56°05'58" E 15.23 FT; W 350.13 FT; N 138.6 FT; W 12.8 FT; N 25°25'21" E 277.7 FT M OR L; E 819.23 FT M OR L TO BEG. 5.70 AC M OR L.

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.

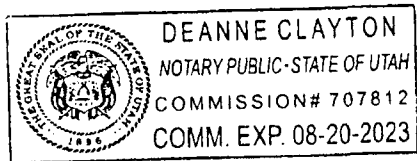
It is hereby understood that any parties securing this grant on behalf of Grantee are without authority to make any representations, covenants or agreements not herein expressed.

WITNESS the execution hereof this 14 day of October, 2022.

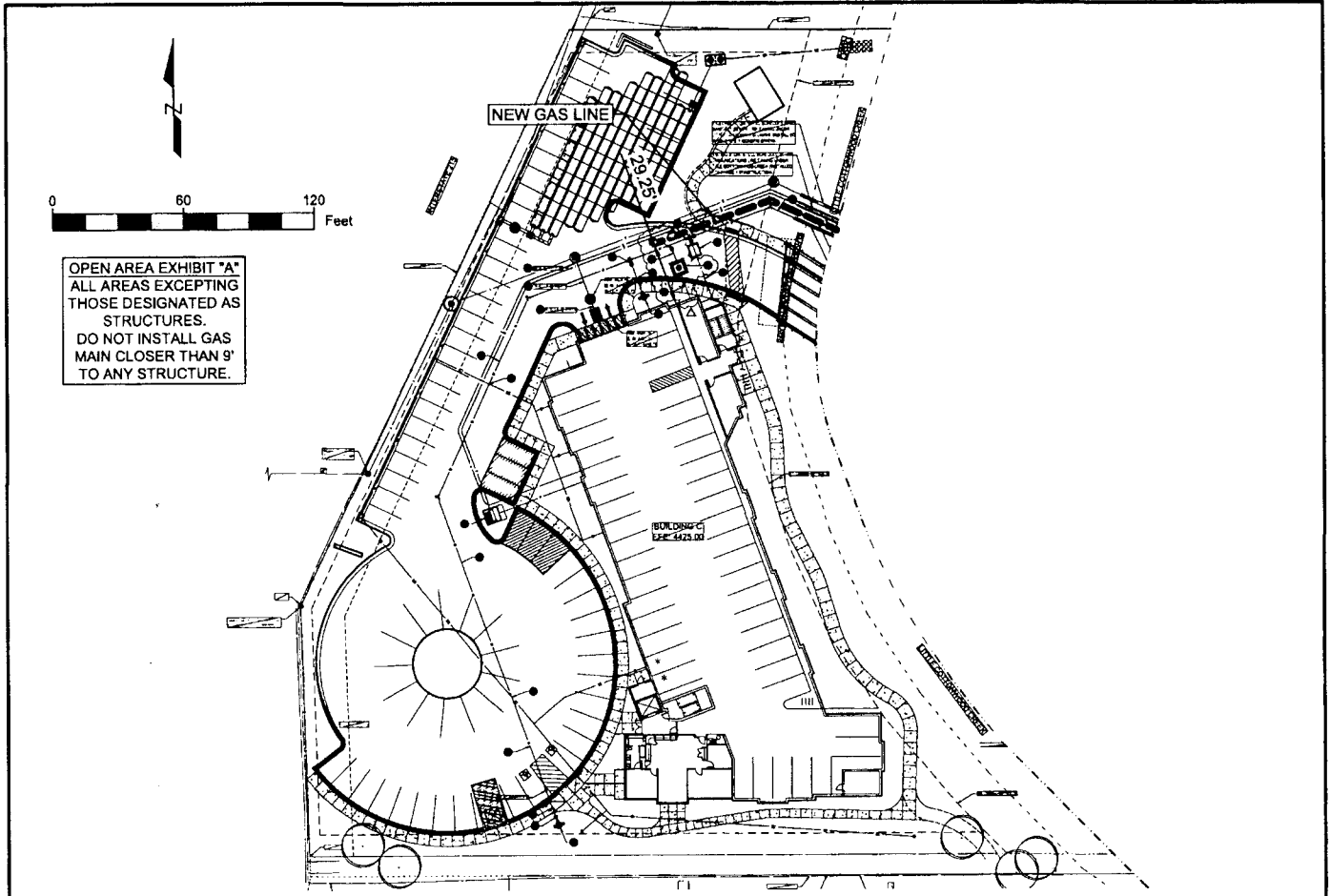
By *[Handwritten Signature]*

STATE OF UTAH)
) ss.
COUNTY OF UTAH)

On the 14TH day of OCTOBER, 2022 personally appeared before me TAYLOR MAUGHAN who, being duly sworn, did say that he/she is a Manager of ICD FORT UNION, LLC, and that the foregoing instrument was signed on behalf of said company by authority of its Articles of Organization or its Operating Agreement.



Deanne Clayton
Notary Public



SYMBOL LEGEND		LINE LEGEND		
● POINT OF BEGINNING	⚡ SECTION CORNER	--- POINT OF BEGINNING TIE	--- DEU R.O.W. LINE	--- SECTION LINE
○ POINT OF INTERSECTION	⊙ CENTER OF SECTION	— X — FENCE LINE	--- DEU R.O.W. CENTER LINE	--- P/L --- PROPERTY LINE
			--- HWY R.O.W. LINE	

DEU R.O.W. #: 41777 MJ0002027606
 GRANTOR: ICO FORT UNION, LLC
 DRAWN BY: R.DOMINGO
 SURVEY DATE: 10/6/2022

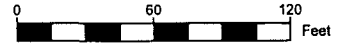


DOMINION ENERGY UTAH
 1140 WEST 200 SOUTH
 SALT LAKE CITY, UTAH 84104

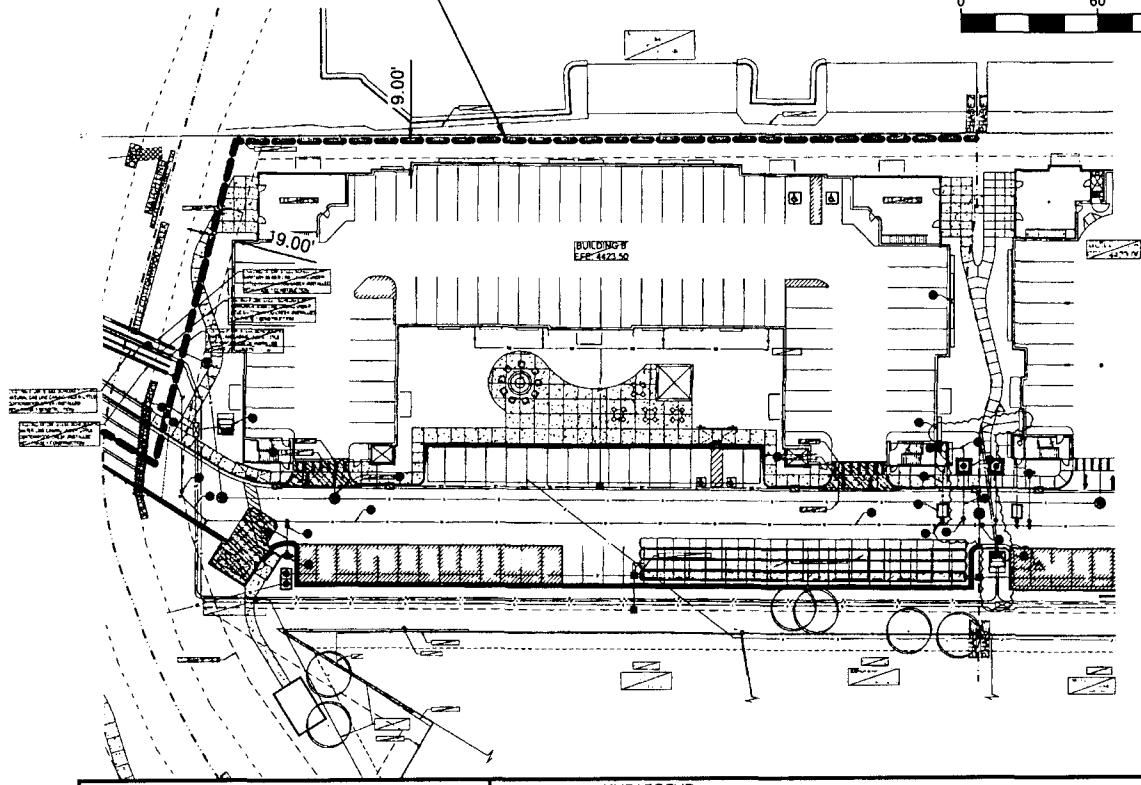
PROPOSED DOMINION ENERGY UTAH
 RIGHT-OF-WAY LOCATED IN
 SECTION 20, T.2S., R.1E., S.L.B.&M.
 SALT LAKE COUNTY, UTAH

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OF:
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OPEN AREA EXHIBIT "A"
 ALL AREAS EXCEPTING
 THOSE DESIGNATED AS
 STRUCTURES.
 DO NOT INSTALL GAS
 MAIN CLOSER THAN 9'
 TO ANY STRUCTURE.



NEW GAS LINE 9 FEET
 NORTH OF BUILDING



SYMBOL LEGEND		LINE LEGEND	
●	POINT OF BEGINNING	---	DEU R.O.W. LINE
○	POINT OF INTERSECTION	- - -	POINT OF BEGINNING TIE
◆	SECTION CORNER	---	DEU R.O.W. CENTER LINE
⊙	CENTER OF SECTION	- X -	FENCE LINE
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		---	SECTION LINE
		---	P/L
		---	PROPERTY LINE

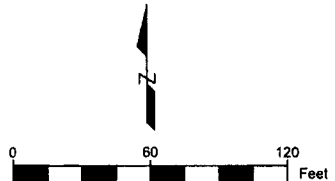
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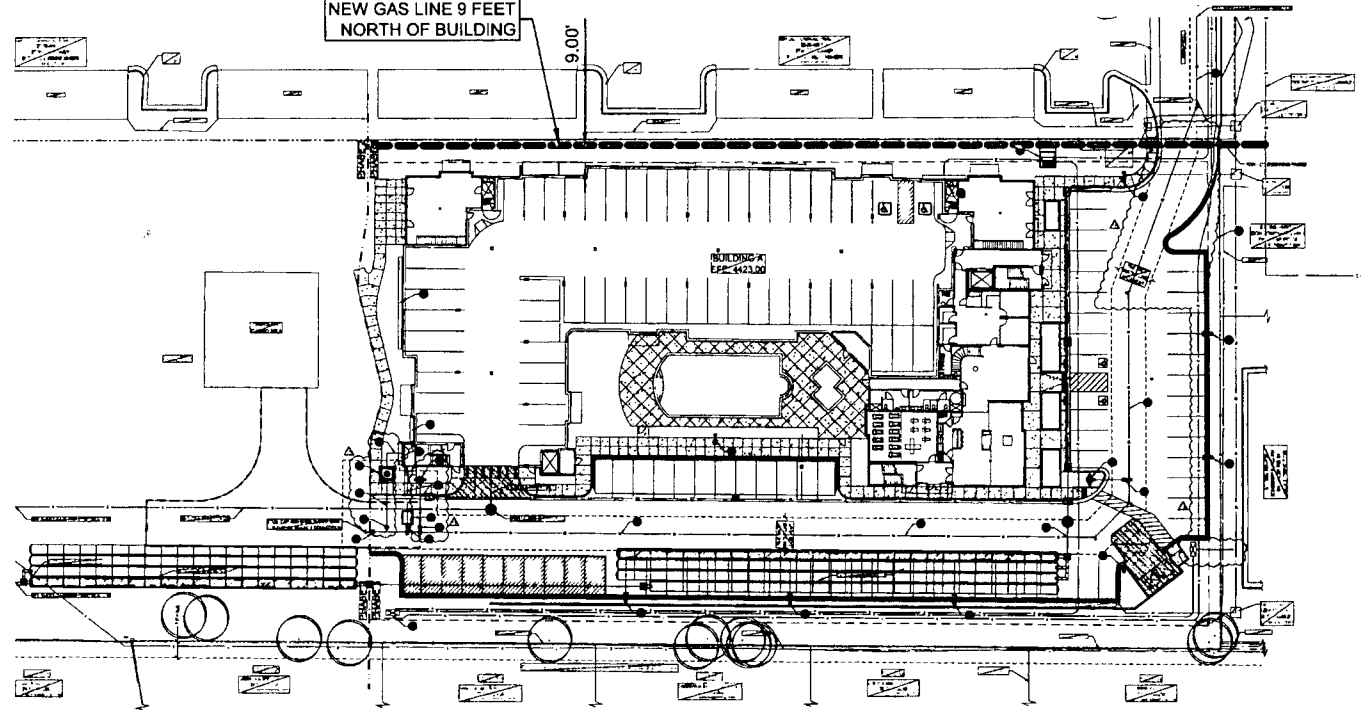
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NEW GAS LINE 9 FEET
 NORTH OF BUILDING

9.00'



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