

WHEN RECORDED MAIL TO:
Questar Gas Company
P.O. Box 45360, Right-of-way
Salt Lake City, UT 84145-0360
COJC.42386.PLS.ce;

14349018 B: 11551 P: 4963 Total Pages: 14
02/20/2025 09:45 AM By: EMehanovic Fees: \$40.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: DOMINION ENERGY
1140 W 200 SSALT LAKE CTY, UT 84104

Space above for County Recorder's use
PARCEL I.D.# 16-04-400-013

RIGHT-OF-WAY AND EASEMENT GRANT 42386

THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a corporation sole of the State of Utah, with an address of 50 E. North Temple, 12th Floor, Salt Lake City, Utah 84150 ("**Grantor**"), does hereby convey to QUESTAR GAS COMPANY dba Dominion Energy Utah, a corporation of the State of Utah ("**Grantee**"), its successors and assigns, for the sum of TEN DOLLARS (\$10.00) in hand paid and other good and valuable consideration, receipt of which is hereby acknowledged, a non-exclusive right-of-way and easement ("**Easement**") to construct, lay, maintain, operate, repair, alter, inspect, protect, make connections to, remove, replace and abandon in place (whether above or below ground) pipelines, valves, valve boxes and install cathodic monitoring and mitigation facilities and other gas transmission and distribution facilities (collectively, the "**Facilities**"), said Easement being situated in the County of Salt Lake, State of Utah, as described in **Exhibit "A"** as Locations 2, 3, 4, and 5 and depicted also in **Exhibit "A"** attached hereto and by this reference made a part hereof (the "Easement Area").

TO HAVE AND TO HOLD the same unto said Grantee, its successors and assigns, in perpetuity, with the right of ingress and egress to and from said Easement to construct, lay, maintain, operate, repair, alter, inspect, protect, make connections to, remove, replace and abandon in place (whether above or below ground) the same. This Easement shall carry with it the right to use any available access road for the purpose of conducting the foregoing activities. During temporary periods, Grantee may use such portion of the property along and adjacent to the Easement Area 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 except for the purposes for which this 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 foregoing, Grantor reserves the right to require the relocation of the Facilities at any time (or from time to time) at Grantor's cost and expense. If the Facilities are relocated as provided for in the previous sentence, then this Easement Agreement shall be amended in order to terminate the Easement Area in its previous location and to grant the Easement Area in the new location.

Without limiting the generality of the foregoing, Grantor does 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 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 Easement without prior written consent of Grantee.

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 Easement, without prior written consent of Grantee.

4. Grantor shall not place personal property within the Easement 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, without liability to Grantor, and without any obligation of restoration or compensation.

Grantee accepts the Easement Area and all aspects thereof in "AS IS", "WHERE IS" condition, without warranties, either express or implied, "with all faults", including but not limited to both latent and patent defects, and the existence of hazardous materials, if any. Grantee hereby waives all warranties, express or implied, regarding the title, condition and use of the Easement Area, including, but not limited to any warranty of merchantability or fitness for a particular purpose.

Grantee and its contractors, subcontractors, agents, servants, and employees ("Grantee's Agents") will enter upon the Easement Area at their sole risk and hazard. Grantee, Grantee's Agents, and Grantee's successors and assigns hereby release Grantor from any claims relating to the condition of the Easement Area and the entry upon the Easement Area by Grantee and Grantee's Agents.

For any work by Grantee, Grantee shall restore the landscaping and surface of the Easement Area to the as near as practicable the condition and quality that existed prior to commencement of Grantee's work, other than as expressly permitted in this agreement. Grantee will remove the topsoil from the pipeline trench associated with the Facilities and will segregate said topsoil from the subsoil excavated from the trench. After the Facilities have been installed, the topsoil shall be replaced to its original position relative to the subsoil. Grantee agrees to restore the surface drainage contour on the Land to the contour that existed prior to installation of the Facilities.

Grantee shall indemnify, defend (by counsel reasonably acceptable to Grantor) and hold Grantor and its divisions, subsidiaries, partners and affiliated companies and its and their employees, officers, members, attorneys, agents, representatives, and professional consultants and its and their respective successors and assigns (collectively the "Indemnitees") harmless from and against any loss, damage, injury, accident, fire or other casualty, liability, claim, cost or expense (including but not limited to, reasonable attorneys' fees) of any kind or character to any person or property including the property of the Indemnitees, (collectively, the "Claims") arising from or relating to (i) any use of the Easement Area by Grantee or Grantee's Agents, (ii) any act

or omission of Grantee or any of Grantee's Agents, (iii) any loss or theft whatsoever of any property or anything placed or stored by Grantee or its representatives on or about Easement Area, (iv) any bodily injury, property damage, accident, fire or other casualty to or involving Grantee or Grantee's Agents and its or their property on the Easement Area or adjacent areas, and (v) any breach by Grantee of its obligations under this agreement; provided, however, that the foregoing indemnity shall not apply to the extent any such claim is ultimately established by a court of competent jurisdiction to have been caused by the sole negligence or willful misconduct of the Indemnitees.

If this agreement or any provision hereof shall be enforced by an attorney retained by a party hereto, whether by suit or otherwise, the reasonable fees and costs of the attorney for the prevailing party shall be paid by the losing party, including fees and costs incurred upon appeal or in bankruptcy court.

This 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.

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.

[Signatures and Acknowledgements on Following Pages]

IN WITNESS WHEREOF, Grantor has caused its corporate name and seal to be hereunto affixed this 19th day of Feb., 2025.

THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole

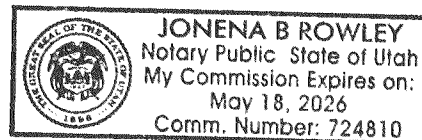
By: Joseph D. Lowe *JE*
Name: _____
Its: Authorized Agent
[PN: 506-5933]

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

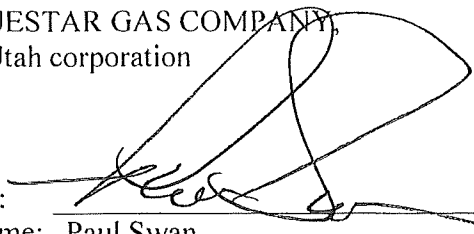
On this 19th day of February, 2025, personally appeared before me Joseph D. Lowe personally known to me to be the Authorized Agent of The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole, and that said instrument is the free and voluntary act of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said corporation and that said corporation executed the same.

WITNESS my hand

Jonena B. Rowley
Notary Public for the State of Utah



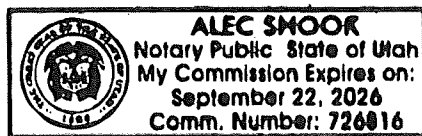
QUESTAR GAS COMPANY,
a Utah corporation

By: 
Name: Paul Swan
Its: Authorized Agent

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 6 day of February, 2025, by Paul Swan, as Authorized Agent of QUESTAR GAS COMPANY, a Utah corporation, and that said instrument is the free and voluntary act of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument on behalf of said corporation and that said corporation executed the same.

WITNESS my hand and official seal.



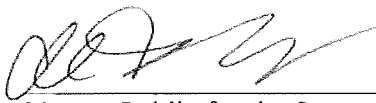

Notary Public for the State of Utah

EXHIBIT "A" Location 2

UNIVERSITY OF UTAH - CAMPUS
ENBRIDGE ENERGY - CATHODIC TEST STATION, **LOCATION 2**
PARCEL 16-04-400-013
CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS
434 S MARIO CAPECCHI DR

THE BASIS OF BEARING FOR THIS DESCRIPTION IS NORTH 45°40'04" EAST, 4999.71 FEET, MEASURED BETWEEN THE FOUND U OF U MONUMENT 1 (BRASS CAP IN CONCRETE) AND FOUND U OF U MONUMENT 109 (FOUND BRASS CAP "COMAS")

BEGINNING AT A POINT BEING ON THE SOUTHERLY ROW LINE OF SOUTH CAMPUS DRIVE, SAID POINT BEING NORTH 45°40'04" EAST, 1932.09 FEET, AND SOUTH 44°19'56" EAST 772.95 FEET FROM THE FOUND U OF U MONUMENT 1 (BRASS CAP IN CONCRETE - UMFA), AND RUNNING, THENCE ALONG SAID SOUTHERLY ROW LINE, NORTH 55°55'00" EAST, 20.00 FEET; THENCE SOUTH 34°05'00" EAST, 20.00 FEET; THENCE SOUTH 55°55'00" WEST, 20.00 FEET; THENCE NORTH 34°05'00" WEST, 20.00 FEET, TO THE SAID SOUTHERLY ROW LINE, AND THE POINT OF BEGINNING .

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN.

CONTAINING 400.00 SQUARE FEET OR 0.1777 ACRES, MORE OR LESS

[Depiction on Following Page]

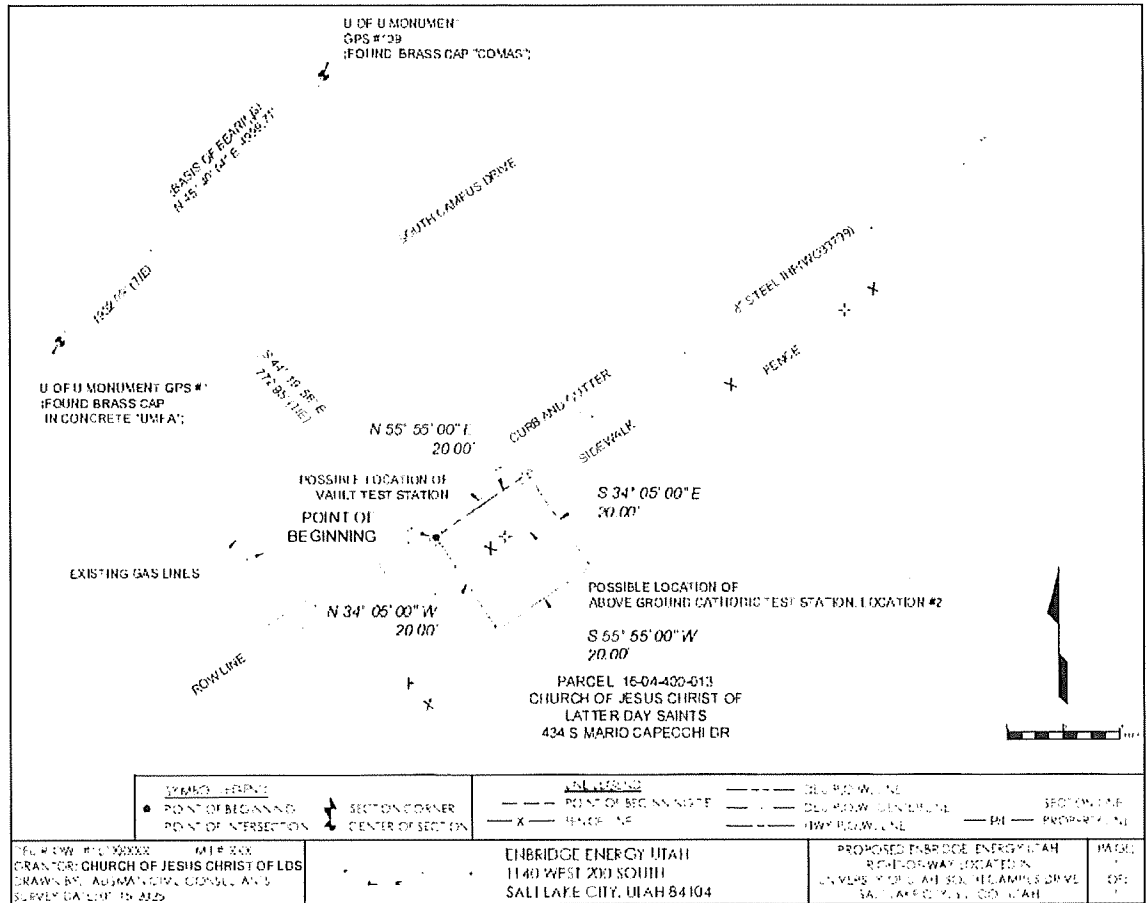


EXHIBIT "A" Location 3

UNIVERSITY OF UTAH - CAMPUS
ENBRIDGE ENERGY - CATHODIC TEST STATION, **LOCATION 3**
PARCEL 16-04-400-013
CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS
1780 E SOUTH CAMPUS DR

THE BASIS OF BEARING FOR THIS DESCRIPTION IS NORTH 45°40'04" EAST, 4999.71 FEET, MEASURED BETWEEN THE FOUND U OF U MONUMENT 1 (BRASS CAP IN CONCRETE) AND FOUND U OF U MONUMENT 109 (FOUND BRASS CAP "COMAS")

BEGINNING AT A POINT BEING ON THE SOUTHERLY ROW LINE OF SOUTH CAMPUS DRIVE, SAID POINT BEING NORTH 45°40'04" EAST, 1612.33 FEET, AND SOUTH 44°19'56" EAST 715.13 FEET FROM THE FOUND U OF U MONUMENT 1 (BRASS CAP IN CONCRETE - UMFA), AND RUNNING, THENCE ALONG SAID SOUTHERLY ROW LINE, NORTH 55°55'00" EAST, 20.00 FEET; THENCE SOUTH 34°05'00" EAST, 20.00 FEET; THENCE SOUTH 55°55'00" WEST, 20.00 FEET; THENCE NORTH 34°05'00" WEST, 20.00 FEET, TO THE SAID SOUTHERLY ROW LINE, AND THE POINT OF BEGINNING .

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN.

CONTAINING 400.00 SQUARE FEET OR 0.1777 ACRES, MORE OR LESS

[Depiction on Following Page]



EXHIBIT "A" Location 4

UNIVERSITY OF UTAH - CAMPUS
ENBRIDGE ENERGY - CATHODIC TEST STATION, **LOCATION 4**

THE BASIS OF BEARING FOR THIS DESCRIPTION IS NORTH 45°40'04" EAST, 4999.71 FEET, MEASURED BETWEEN THE FOUND U OF U MONUMENT 1 (BRASS CAP IN CONCRETE) AND FOUND U OF U MONUMENT 109 (FOUND BRASS CAP "COMAS")

BEGINNING AT A POINT BEING ON THE SOUTHERLY ROW LINE OF SOUTH CAMPUS DRIVE, SAID POINT BEING NORTH 45°40'04" EAST, 1282.58 FEET, AND SOUTH 44°19'56" EAST 655.51 FEET FROM THE FOUND U OF U MONUMENT 1 (BRASS CAP IN CONCRETE - UMFA), AND RUNNING, THENCE ALONG SAID SOUTHERLY ROW LINE, NORTH 55°55'00" EAST, 20.00 FEET; THENCE SOUTH 34°05'00" EAST, 20.00 FEET; THENCE SOUTH 55°55'00" WEST, 20.00 FEET; THENCE NORTH 34°05'00" WEST, 20.00 FEET, TO THE SAID SOUTHERLY ROW LINE, AND THE POINT OF BEGINNING .

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN.

CONTAINING 400.00 SQUARE FEET OR 0.1777 ACRES, MORE OR LESS

[Depiction on Following Page]

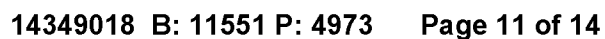


EXHIBIT "A" Location 5

UNIVERSITY OF UTAH - CAMPUS
ENBRIDGE ENERGY - CATHODIC TEST STATION, **LOCATION 5**

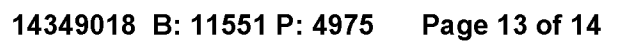
THE BASIS OF BEARING FOR THIS DESCRIPTION IS NORTH 45°40'04" EAST, 4999.71 FEET, MEASURED BETWEEN THE FOUND U OF U MONUMENT 1 (BRASS CAP IN CONCRETE) AND FOUND U OF U MONUMENT 109 (FOUND BRASS CAP "COMAS")

BEGINNING AT A POINT BEING ON THE SOUTHERLY ROW LINE OF SOUTH CAMPUS DRIVE, SAID POINT BEING NORTH 45°40'04" EAST, 393.45 FEET, AND SOUTH 44°19'56" EAST 494.75 FEET FROM THE FOUND U OF U MONUMENT 1 (BRASS CAP IN CONCRETE - UMFA), AND RUNNING, THENCE ALONG SAID SOUTHERLY ROW LINE, NORTH 55°55'00" EAST, 20.00 FEET; THENCE SOUTH 34°05'00" EAST, 20.00 FEET; THENCE SOUTH 55°55'00" WEST, 20.00 FEET; THENCE NORTH 34°05'00" WEST, 20.00 FEET, TO THE SAID SOUTHERLY ROW LINE, AND THE POINT OF BEGINNING .

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN.

CONTAINING 400.00 SQUARE FEET OR 0.1777 ACRES, MORE OR LESS

[Depiction on Following Page]



RECEIVED

AUG 10 2022

CERTIFICATE OF AUTHORITY

Utah Div. of Corp. & Comm. Code

I, **RUSSELL M. NELSON**, do hereby certify (a) that I am the President of The Church of Jesus Christ of Latter-day Saints, a global Christian faith and spiritual body, and by virtue of such office I am the incumbent of The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole, formerly known as Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints; (b) that I am the person designated in the Articles of Incorporation of said corporation to sign and execute deeds and other instruments in writing and transact all business of said corporation pursuant to the provisions of Section 16-7-8 of the Utah Code Annotated, 1953, as amended; and (c) that, pursuant to said Section 16-7-8, I hereby designate and appoint **JOSEPH D. LOWE** as an agent authorized and empowered for and in behalf of said corporation sole to take the following actions for transactions whose dollar value does not exceed \$5,000,000:

- (1) To execute deeds, easements and other instruments, purchase, sale, architectural, construction, repair, maintenance and other contracts, promissory notes, mortgages, bills of sale, assignments, notices, reports, title documents and other documents relating to the acquisition, purchase, sale, exchange, development, use, lease, maintenance, repair, improvement, taxation, encumbrance and release thereof, or other disposition of real and personal property of any kind;
- (2) To execute, file and prosecute building permit applications, petitions, complaints and protests relating to real and personal property of any kind; and
- (3) To execute instruments, proxies, voting trusts, voting agreements and other documents relating to water rights and stock in water, canal and irrigation companies.

DATED and EXECUTED this 9 day of August, 2022 at Salt Lake City, Utah.

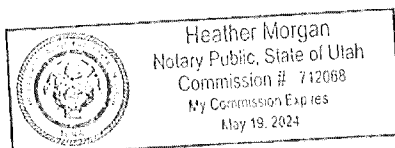
THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole.

By *Russell M. Nelson*
Russell M. Nelson, Incumbent

UNITED STATES OF AMERICA)
STATE OF UTAH : ss.
COUNTY OF SALT LAKE)

On the 9 day of August, 2022, personally appeared before me, Russell M. Nelson, personally known to me to be the President of The Church of Jesus Christ of Latter-day Saints, and acknowledged to me that he signed the foregoing instrument as the incumbent of The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole.

Heather Morgan
NOTARY PUBLIC in and for said County and State



AUG 10 '22 AM 9:50