WHEN RECORDED MAIL TO: Questar Gas Company P.O. Box 45360, Right-of-Way Salt Lake City, UT 84145-0360 MJ2025726.41355.MHP.PLS.le;



E# 3191829 PG 1 OF 13
Leann H. Kilts, WEBER COUNTY RECORDER
20-Oct-21 0258 PM FEE \$40.00 DEP DAG
REC FOR: DOMINION ENERGY
ELECTRONICALLY RECORDED

Space above for County Recorder's use PARCEL I.D.# 190160160

RIGHT-OF-WAY AND EASEMENT GRANT

RW# 39711 (Corrective)

MHP #1 L.L.C. 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 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: 7.5 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 Wasatch View Estates Subdivision, in the vicinity of Pleasant View City, which development is more particularly through and across the following described land and premises situated in the County of Weber, State of Utah, as shown on Exhibit "A" attached hereto and by this reference made a part hereof and more particularly described as follows, to-wit:

Land of the Grantor located in the Southwest Quarter of Section 25, Township 7 North, Range 2 West, Salt Lake Base and Meridian;

The purpose of this Corrective document is to correct the legal description of that certain Right-of-Way and Easement Grant recorded on October 4, 2021, as Entry #3188095 at Pages 1 through 12, in the office of the county recorder for Weber County, State of Utah. This corrective document is to replace and supersede said original grant document.

PART OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY IN WEBER COUNTY, UTAH:

BEGINNING AT A POINT ON THE WEST LINE OF PARKLAND BUSINESS CENTER SUBDIVISION – PHASE 1 LOCATED 816.18 FEET SOUTH 89°18'48" WEST ALONG THE SECTION LINE; AND 278.27 FEET NORTH 0°33'24" EAST ALONG SAID WEST LINE OF THE SUBDIVISION FROM THE SOUTH QUARTER CORNER OF SAID SECTION 25; AND RUNNING THENCE NORTH 89°26'36" WEST 152.50 FEET; THENCE SOUTH 0°33'24" WEST 18.34 FEET; THENCE NORTH 89°26'36" WEST 116.83 FEET; THENCE NORTH 0°33'24" EAST 173.37 FEET; THENCE NORTH 89°26'36" WEST 379.34 FEET TO THE EASTERLY LINE OF THE RAILROAD RIGHT-OF-WAY; THENCE NORTH 19°01'12" WEST 785.32 FEET ALONG SAID RAILROAD RIGHT-OF-WAY LINE; THENCE NORTH 89°18'48" EAST 912.02 FEET TO THE WEST LINE OF THE PARKLAND BUSINESS CENTER SUBDIVISION – PHASE 1; THENCE SOUTH 0°33'24" WEST 914.74 FEET ALONG SAID WEST LINE OF THE SUBDIVISION TO THE POINT OF BEGINNING. CONTAINS 630.237 SQ.FT. OR 14.168 ACRES

ALSO:

ALL OF LOT 1 WASATCH VIEW ESTATES SUBDIVISION IN THE PLEASANT VIEW CITY, WEBER COUNTY, UTAH ACCORDING TO THE OFFICIAL PLAT THEROF.
CONTAINS 94,455 SQ.FT. OR 2.168 ACRES

ALSO:

PART OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY:

BEGINNING AT A POINT WHICH IS SOUTH 89°19' WEST 3446.0 FEET ALONG THE SECTION LINE AND NORTH 0°32' EAST 1193.00 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 25; RUNNING THEENCE NORTH 0°32' EAST 613.42 FEET; THENCE WEST 1150 FEET, MORE OR LESS TOE THE EAST LINE OF THE CENTRAL PACIFIC RAILROAD RIGHT-OF-WAY; THENCE SOUTH 19°01' EAST 650 FEET MORE OR LESS ALONG THE EAST LINE OF RAILROAD RIGHT-OF-WAY TO A POINT SOUTH 89°19' WEST OF THE PLACE OF BEGINNING; THENCE NORTH 89°19' EAST 913.93 FEET MORE OR LESS TO THE PLACE OF BEGINNING.

ALSO:

PART OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY:

BEGINNING SOUTH 89°19' WEST 3446.0 FEET AND NORTH 0°32' EAST 1806.42 FEET FROM THE SOUTHEAST CORNER OF SECTION 25, RUNNING THENCE NORTH 52.5 FEET; THENCE NORTH 13°21'39" EAST 100 FEET; THENCE SOUTH 89°42'30" WST 1096.60 FEET; THENCE NORTH 8°41"02" WEST 55.09 FEET; THENCE SOUTH 84°30'03" WEST 184.34 FEET, MORE O LESS, TO C.P.R.R. RIGHT-OF-WAY; THENCE SOUTH 19°01' EAST 189 FEET; THENCE EAST 1150 FEET TO THE POINT OF BEGINNING.

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 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 and easement 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 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 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.
- 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.
- 4. Grantor shall not place personal property within the right-of-way and 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 and right-of-way, without liability to Grantor, and without any obligation of restoration or compensation.
- 6. Grantor 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 right-of-way and easement or any activities conducted thereon by Grantor, his/her/its agents, employees, invitees or as a result of Grantor's negligence.

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.

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 17 day of October, 2020.

Grantor: MHP #1 LLC

Ry. The same

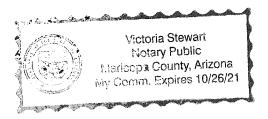
Grantee:

QUESTAR GAS COMPANY dba DOMINON ENERGY UTAH

Authorized Agent

STATE OF $\frac{1}{2000}$) ss. COUNTY OF $\frac{1}{2000}$

On the day of October, 2020 personally appeared before me Navior Various, who, being duly sworn, did say that he is a Manager of, and that the foregoing instrument was signed on behalf of said company by authority of its Articles of Organization or its Operating Agreement.



Notary Public

[End of page; signature page follows]

Notary Public

STATE OF UTAH)) ss.
COUNTY OF SALT LAKE)

On the ______day of October, 2021, personally appeared before me <u>Paul Swan</u>, who, being duly sworn, did say that he is Attorney-In-Fact for QUESTAR GAS COMPANY dba DOMINION ENERGY UTAH, and that the foregoing instrument was signed on behalf of said corporation by authority of a resolution of its Board of Directors, an official certification of which is recorded as Entry <u>2658550</u>, Book <u>N/A</u>, Page <u>1</u>, in the Office of the Weber County Recorder.

