

WHEN RECORDED MAIL TO:

Questar Gas Company
P.O. Box 45360, Right-of-way
Salt Lake City, UT 84145-0360
E&HLandROW;

Space above for County Recorder's use
PARCEL I.D.# 08-072-0005,0024
08-060-0008

RIGHT-OF-WAY AND EASEMENT GRANT

E & H LAND, LTD., a Utah limited partnership, Grantor, does hereby convey and warrant to QUESTAR GAS COMPANY dba DOMINION ENERGY UTAH, 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 50 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"), said right-of-way being situated in the County of Davis, State of Utah, and more particularly described as follows, to-wit:

A parcel of land located in the Southeast Quarter of Section 14 and the Northeast Quarter of Section 23, Township 3 North, Range 1 West, Salt Lake Base and Meridian, Davis County, Utah, said parcel being more particularly described as follows:

Beginning at a point being North 89°46'02" East, along the section line, 267.90 feet to the westerly boundary line of the Grantor's land and South 34°42'05" East, along said westerly boundary line, 23.39 feet from North Quarter Corner of said Section 23, and running thence North 55°32'19" East 251.13 feet to the northerly boundary line of the Grantor's land; thence, along said northerly boundary line, South 89°45'46" East 19.77 feet; thence South 32°24'46" East 38.77 feet; thence South 55°32'19" West 215.78 feet; thence South 34°42'05" East 2144.09 feet to a point on a 1043.69 foot non-tangent radius curve to the left; thence easterly 198.15 feet along said curve, through a central angle of 10°52'41", (chord bears North 71°12'40" East 197.85 feet); thence South 34°16'02" East 50.74 feet to a point on a 1093.69 foot non-tangent radius curve to the right; thence westerly 250.85 feet along said curve, through a central angle of 13°08'28", (chord bears South 71°52'45" West 250.30 feet); to the

aforesaid westerly boundary line of the Grantor's land; thence, along said westerly boundary line, North 34°42'05" West 2227.86 feet to the Point of Beginning.

Containing 132,528 square feet or 3.042 acres, more or less.

TO HAVE AND TO HOLD the same unto said DOMINION ENERGY UTAH, 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 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 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, 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 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, without prior written consent of Grantee.
4. Grantor 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, and without any obligation of restoration or compensation.
6. Grantee, following installation or maintenance of the Facilities, shall restore the surface of the right-of-way and easement, and any improvements located within the easement to as near as practicable the condition of the surface and improvements, prior to said installation or maintenance, provided however, that no improvements built after this document is recorded shall be restored if said improvements violate any of the terms of this Right-of-Way and Easement Grant.

7. Grantee shall use the right-of-way solely for the purposes specified hereunder. Grantee will not permit any contamination, dumping or other environmental waste to be left, stored, disposed, or released in or on the right-of-way.

This right-of-way 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.

IN WITNESS WHEREOF, Grantor has caused its corporate name and seal to be hereunto affixed this 20 day of MARCH, 2020.

E & H LAND, LTD.,
a Utah Limited Partnership

By: Mark Evans
Mark Evans, General Partner

STATE OF UTAH)
) ss.
COUNTY OF WILSON)

On the 20th day of MARCH, 2020 personally appeared before me Mark Evans, who, being duly sworn, did say that he/she is a Partner of E & H Land LTD, and that the foregoing instrument was signed on behalf of said partnership by authority of the articles of partnership, and acknowledged to me that said partnership duly executed the same.

Melanie Johnson
Notary Public

