

WHEN RECORDED MAIL TO:

Questar Gas Company
P.O. Box 45360, Right-of-way
Salt Lake City, UT 84145-0360
MJ2029913.ah



W3291480

Space above for County Recorder's use
PARCEL I.D.# 150780186

RIGHT-OF-WAY AND EASEMENT GRANT

HERITAGE LAND HOLDING LLC, a Utah limited liability company, with an address of 470 N 2450 W Tremonton, Utah ("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 TEN DOLLARS (\$10.00) in hand paid and other good and valuable consideration, receipt of which is hereby acknowledged, a 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"), 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:

Beginning at a point, said point being South 89°13'14" East 2615.16 feet along the Section line and North 0°42'57" East 1,329.53 feet from the West Quarter Corner of Section 28, Township 6 North, Range 2 West, Salt Lake Base and Meridian, and running;

thence North 00°42'57" East 100.00 feet;
thence South 89°13'14" East 20.00 feet;
thence South 00°42'57" West 100.00 feet;
thence North 89°13'14" West 20.00 feet to the Point of Beginning.

Contains 2,000 square feet

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 roads 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 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 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.

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 Easement or any activities conducted thereon by Grantor, Grantor's agents, employees, invitees or as a result of Grantor's negligence.

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.

WITNESS the execution hereof this 19th day of July, 2023,

HERITAGE LAND HOLDING LLC

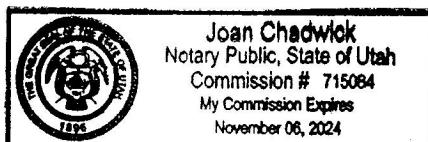
By:



L. Boyd Cook, Manager

STATE OF Utah)
COUNTY OF Box Elder) ss.

On the 19 day of July, 2023 personally appeared before me L. Boyd Cook who, being duly sworn, did say that he/she is a Manager of Heritage Land Holding LLC, and that the foregoing instrument was signed on behalf of said company by authority of its Articles of Organization or its Operating Agreement.



Joan Chadwick

Notary Public

EXHIBIT "A"

