

When Recorded, Mail To:

Woodside Homes  
460 W. 50 N. #300  
SLC, UT 84101

Tax Parcel No.(s): 12-103-0114

*(Space Above for Recorder's Use Only)*

### UTILITY EASEMENT

THIS UTILITY EASEMENT (this "**Easement**") is made and entered into as of the 7<sup>th</sup> day of December, 2020 (the "**Effective Date**"), by and between WOODSIDE HOMES OF UTAH, LLC, a Utah limited liability company ("**Grantor**") and QUESTAR GAS COMPANY DBA DOMINION ENERGY UTAH, a Utah corporation ("**Grantee**"). The Parties may be referred to herein collectively as "**Parties**" or, individually, each a "**Party**".

### RECITALS

A. Grantor is the fee simple owner of that certain parcel of real property located in Davis County, State of Utah, as more particularly described on **Exhibit "A"** attached hereto and incorporated herein by this reference ("**Grantor Property**").

B. Grantee provides natural gas utility services which will serve the Grantor Property.

C. The Parties desire to grant a permanent, non-exclusive utility easement over the portion of the Grantor Property, more particularly described on **Exhibit "B"** attached hereto and incorporated herein by this reference (the "**Easement Area**").

D. The Parties desire to enter into this Easement for the purpose of evidencing their respective rights and obligations in connection with the Easement Area.

NOW, THEREFORE, for and in consideration of ten and 00/100 dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby covenant and agree as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference.

2. Grant of Easement. Grantor hereby gives, grants, and conveys, unto Grantee, its successors and assigns, a permanent, utility easement over, on, upon, and across the Easement Area for the purpose hereinafter stated, subject to the terms, conditions, and limitations set forth herein. The Easement does not include the right to enter on Grantor Property without Grantor's prior written permission.

3. Purpose of Easement. The Easement is granted for the purpose of establishing, installing, constructing, maintaining, enlarging, and repairing gas lines along with associated surface structures, if any, and other surface and sub-surface appurtenances as may be deemed necessary for Grantee's intended use. Grantee shall have reasonable access to the Easement Area as necessary to carry out the purpose of this Easement. Grantee shall be solely responsible for the maintenance of any improvements, structures, or equipment it constructs within the Easement Area.

4. Non-Exclusive Easement. Grantor expressly reserves and shall have the right to use the Easement Area in a manner that does not impair or harm the grant or use by Grantee. Grantor shall not construct any buildings or structures, within the Easement Area, and any such improvements or encroachments may be subject to reasonable removal without compensation.

5. Restoration. Upon completion of any repair or maintenance work contemplated by this Easement, Grantee agrees to promptly restore the Easement Area to a condition equal or superior to that existing prior to any disturbance.

6. Abandonment; Termination. This Easement shall only be deemed abandoned or terminated upon lawful execution and recording of a written grant by Grantee conveying and abandoning or terminating this Easement.

7. Warranty of Title and Authority. The Grantor warrants that it has full right and lawful authority to make the grant contained herein, and promises and agrees to defend the Grantee in the exercise of its rights hereunder against any defect in Grantor's title to the Grantor Property subject to this Easement.

8. Amendment. This Easement may be modified or amended only upon the mutual written consent of the Parties, or the Parties' respected legal representatives, successors or assigns, and any such amendment shall become effective only upon the recording of the same in the Public Records of Davis County, Utah.

9. Binding in Perpetuity. This Easement is irrevocable and shall bind the Grantor Property in perpetuity, and all of the benefits and burdens of this Easement shall inure to and be binding upon the respective legal representatives, heirs, executors, administrators, successors, and assigns of both the Grantor and Grantee.

10. Governing Law; Venue. The Parties acknowledge that this Easement was entered into in the State of Utah. This Easement shall be construed and governed in accordance with the laws of the State of Utah without giving effect to any choice of laws or rules thereof that may direct the application of laws of another jurisdiction. Venue for any legal action arising under this Easement shall be in the district court in Davis County, Utah.

11. Paragraph Headings and Severability of Terms. The paragraph and subparagraph captions included herein are for reference only and shall not amend, modify or be used to interpret or construe the meaning or intent of the parties as to any of the terms and provisions hereof. If any

provisions of this Easement or the application thereof shall be held to be invalid or unenforceable in a court of law, the remainder of this Easement shall otherwise remain valid and enforceable to the fullest extent permitted by law.

12. Attorneys' Fees. Both Parties expressly agree that each shall bear the cost of its own attorneys' fees, paralegal fees, and other professional fees, and costs incurred incidental thereto, for any action (including those incurred before or at trial or any re-hearing or appeal) arising out of or in connection with this Easement.

13. Enforcement. If either or both Parties fail to perform or breaches any obligation, requirement, duty or covenant contained herein, the other non-defaulting Party shall have the right, at its own option, in addition to any of its other rights, privileges or remedies otherwise stated elsewhere herein to bring an action for specific performance in a court of competent jurisdiction. The failure to enforce any other terms or provisions of this Easement, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation occurring prior to or subsequent thereto.

14. Entire Easement. This instrument constitutes the entire Easement between the Parties and supersedes all previous discussions, understandings, and Easements between the Parties relating to the subject matter of this Easement.

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Easement as of the Effective Date.

GRANTOR

WOODSIDE HOMES OF UTAH, LLC,  
a Utah limited liability company

By: [Signature]

Its: Authorized Signer  
Title

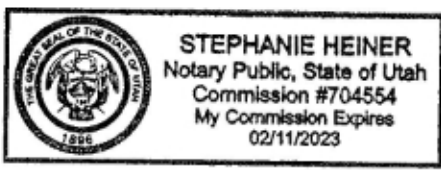
State of Utah )  
  §  
County of Davis )

On this 7<sup>th</sup> day of December, 2020, personally appeared before me Derek Terry who being by me duly sworn did say that she/he is the Authorized signer of WOODSIDE HOMES OF UTAH, LLC, a Utah limited liability company and that the within and foregoing instrument was duly authorized by the limited liability company at a lawful meeting held by authority of its operating Easement; and duly acknowledged to me that said limited liability company executed the same.

[Signature]  
Notary Public

My Commission Expires: 02.11.2023

Residing in: Davis County, UT.



**EXHIBIT "A"**  
**GRANTOR PROPERTY**

A PARCEL OF LAND SIT IN THE N 1/2 OF SEC 21-T4N-R2W, SLB&M, BEING MORE PART'LY DESC AS FOLLOWS:  
BEG AT A PT ON THE N-S 1/4 SEC LINE & THE S LINE OF SYRACUSE MEADOWS SUB PLAT "A", SD PT BEING S 00°11'16" W 396.00 FT ALG THE 1/4 SEC LINE FR THE N 1/4 COR OF SD SEC 21; & RUN TH ALG THE S & E LINES OF SYRACUSE MEADOWS SUB PLAT "A" THE FOLLOWING FOUR (4) COURSES & DISTANCES: 1) S 89°40'58" E 247.61 FT; 2) N 00°19'02" E 115.00 FT; 3) S 89°40'58" E 360.00 FT; 4) N 00°19'02" E 280.97 FT TO THE N LINE OF SD SEC 21; TH S 89°32'06" E 4.76 FT ALG SD N LINE; TH S 00°19'02" W 1319.74 FT; TH S 89°40'16" E 53.05 FT; TH S 00°11'36" W 658.18 FT TO THE N'LY LINE OF THAT PORTION OF 2400 WEST STR PREVIOUSLY DEDICATED AS PART OF THE FIELDS SUBDIVISION PHASE 1 (E# 3194802 BK 7365 PG 1862); TH ALG THE N'LY & W'LY LINES OF 2400 WEST STR & 3200 SOUTH STR THE FOLLOWING FIVE (5) COURSES & DISTANCES: 1) N 89°48'15" W 66.97 FT; 2) S 00°11'45" W 588.26 FT; 3) SW'LY 23.60 FT ALG THE ARC OF A 15.00 FT NON-TANGENT CURVE TO THE RIGHT (CENTER BEARS N 89°48'35" W & THE LONG CHORD BEARS S 45°15'46" W 21.24 FT WITH A CENTRAL ANGLE OF 90°08'41"); 4) N 89°40'13" W 1105.14 FT; 5) S 00°04'33" W 58.00 FT TO THE N LINE OF THE FIELDS SUBDIVISION PHASE 1; TH N 89°40'13" W 102.02 FT ALG SD N LINE OF THE FIELDS SUBDIVISION PHASE 1 TO THE E'LY LIMITS OF SYRACUSE CITY AS ANNEXED ON 03/04/2019 (E# 3148041 BK 7219 PG 80-86); TH ALG SD SYRACUSE CITY LIMITS THE FOLLOWING EIGHT (8) COURSES & DISTANCES: 1) N 00°11'13" E 160.02 FT; 2) S 89°48'47" E 10.00 FT; 3) N 00°11'13" E 100.00 FT; 4) N 89°40'13" W 10.10 FT; 5) N 00°19'47" E 39.75 FT; 6) N 00°11'13" E 230.05 FT; 7) N 89°48'47" W 18.24 FT; 8) N 00°13'13" E 130.00 FT; TH N 89°40'20" W 435.61 FT; TH N 00°19'02" E 241.90 FT; TH NW'LY 23.58 FT ALG THE ARC OF A 14.95 FT RADIUS NON-TANGENT CURVE TO THE LEFT (CENTER BEARS N 89°29'34" W & THE LONG CHORD BEARS N 44°40'58" W 21.21 FT WITH A CENTRAL ANGLE OF 90°22'48"); TH N 00°19'28" E 60.00 FT; TH NE'LY 23.55 FT ALG THE ARC OF A 14.98 FT RADIUS NON-TANGENT CURVE TO THE LEFT (CENTER BEARS N 00°21'33" E & THE LONG CHORD BEARS N 45°19'22" E 21.20 FT WITH A CENTRAL ANGLE OF 90°04'23"); TH N 00°19'02" E 318.54 (FT); TH N'LY 36.67 FT ALG THE ARC OF A 120.00 FT RADIUS NON-TANGENT CURVE TO THE LEFT (CENTER BEARS N 89°40'58" W & THE LONG CHORD BEARS N 08°26'12" W 36.53 FT WITH A CENTRAL ANGLE OF 17°30'28"); TH N'LY 55.00 FT ALG THE ARC OF A 180.00 FT RADIUS NON-TANGENT CURVE TO THE RIGHT (CENTER BEARS N 72°48'34" E & THE LONG CHORD BEARS N 08°26'12" W 54.79 FT WITH A CENTRAL ANGLE OF 17°30'28"); TH N 00°19'02" E 55.00 FT; TH NW'LY 23.68 FT ALG THE ARC OF A 15.21 FT RADIUS TANGENT CURVE TO THE LEFT (CENTER BEARS N 89°40'58" W & THE LONG CHORD BEARS N 44°17'34" W 21.36 FT WITH A CENTRAL ANGLE OF 89°13'13"); TH N 00°19'02" E 60.00 FT; TH NE'LY 23.56 FT ALG THE ARC OF A 15.00 FT RADIUS NON-TANGENT CURVE TO THE LEFT (CENTER BEARS N 00°19'02" E & THE LONG CHORD BEARS N 45°19'02" E 21.21 FT WITH A CENTRAL ANGLE OF 90°00'00"); TH N 00°19'02" E 117.00 FT TO THE S LINE OF SYRACUSE MEADOWS SUBDIVISION PLAT 4; TH S 89°40'58" E 687.90 FT ALG SD S LINE OF SYRACUSE MEADOWS SUBDIVISION PLAT 4 TO & ALG THE S'LY LINE OF SYRACUSE MEADOWS SUBDIVISION PLAT 3; TH ALG THE S'LY & E'LY LINES OF SYRACUSE MEADOWS SUBDIVISION PLAT 3 THE FOLLOWING FOUR (4) COURSES & DISTANCES: 1) N 73°57'58" E 107.76 FT; 2) N 211.39 FT; 3) N 42°16'31" W 65.83 FT; 4) N 00°19'05" E 290.18 FT TO THE S LINE OF SYRACUSE MEADOWS SUBDIVISION PLAT "A"; TH S 89°40'58" E 344.39 FT ALG THE S LINE OF SYRACUSE MEADOWS SUBDIVISION PLAT "A" TO THE POB. CONT. 70.380 ACRES

Parcel No. 12-103-0114

**EXHIBIT "B"**  
**EASEMENT AREA**

By: TRW  
Date: November 19, 2020  
Project: 8508 Shoreline

**2400 West Easement Description**

A strip of land for a utility easement, situate in the Northeast Quarter of Section 21, Township 4 North, Range 2 West, Salt Lake Base and Meridian, said parcel also located in Syracuse City, Davis County, Utah. Being more particularly described as follows:

Beginning at a point which is South 89°40'58" East 589.82 feet along the section line and South 00°19'02" West 935.42 feet from the North Quarter Corner of said Section 21 and running thence:

South 89°40'58" East 23.45 feet;  
thence South 00°19'01" West 384.36 feet;  
thence South 89°40'16" East 53.05 feet;  
thence South 00°11'37" West 658.18 feet to the North line of 2400 West as dedication as part of the Fields Subdivision Phase 1;  
thence North 89°48'15" West 66.97 feet along said North line;  
thence North 00°11'50" East 289.74 feet;  
thence North 89°40'58" West 4.13 feet;  
thence North 00°13'05" East 333.94 feet;  
thence Northerly 17.38 feet along the arc of a 170.00 feet-foot radius non-tangent curve to the left (center bears North 89°48'13" West and the long chord bears North 02°43'55" West 17.37 feet with a central angle of 05°51'24");  
thence North 05°39'38" West 35.03 feet;  
thence Northerly 20.45 feet along the arc of a 196.00 feet-foot radius tangent curve to the right (center bears North 84°20'22" East and the long chord bears North 02°40'18" West 20.44 feet with a central angle of 05°58'40");  
thence North 00°19'02" East 346.42 feet; to the point of beginning.

Contains: 54571 square feet or 1.253 acres.