

WHEN RECORDED MAIL TO:

Questar Gas Company
P.O. Box 45360, Right-of-Way
Salt Lake City, UT 84145-0360
Geneva Retail Frontage Sub - EdgeWater.lp;yj

ENT 34892:2019 PG 1 of 6
Jeffery Smith
Utah County Recorder
2019 Apr 25 09:44 AM FEE 29.00 BY SM
RECORDED FOR Dominion Energy
ELECTRONICALLY RECORDED

Space above for County Recorder's use

PARCEL I.D.# 40-513-0002, 40-513-0003,
40-513-0004, 40-513-0005, 40-513-0006,
40-513-0007, 40-513-0008, 40-513-0009,
40-513-00010n and 40-513-0011

RIGHT-OF-WAY AND EASEMENT GRANT

RW# 40812

ANDERSON GENEVA, LLC, a Utah limited liability company and ICE CASTLE RETIREMENT FUND L.L.C., a Delaware limited liability company. "Grantors", do hereby convey and warrant to QUESTAR GAS COMPANY, a corporation of the State of Utah, dba Dominion Energy 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"), through and across the following described land and premises situated in the County of Utah, State of Utah, and more particularly described as follows, to-wit:

Land of the Grantors located in the East Half of the Northeast Quarter of Section 17, Township 6 South, Range 2 East, Salt Lake Base and Meridian;

BEGINNING AT THE GRANTORS NORTHWEST PROPERTY CORNER, SAID POINT BEING SOUTH 00°03'06" EAST 42.98 FEET ALONG THE SECTION LINE AND WEST 377.32 FEET FROM THE NORTH EAST CORNER OF SAID SECTION 17, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SLB&M; THENCE N 89°26'03" E 20.00 FEET ALONG THE GRANTORS NORTH PROPERTY LINE ; THENCE SOUTH 1411.68 FEET TO THE GRANTORS SOUTH PROPERTY LINE; THENCE S 89°34'16" W 20.00 FEET ALONG THE GRANTORS SOUTH PROPERTY LINE TO A POINT ON THE GRANTORS WEST PROPERTY LINE; THENCE NORTH 1411.63 FEET ALONG THE GRANTORS WEST PROPERTY LINE TO THE POINT OF BEGINNING.

CONTAINS: 2863.32 SQ FT OR 0.066 ACRES

TO HAVE AND TO HOLD the same unto said Grantee, 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. Grantors 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. Grantee shall, within a reasonable period of time, repair any damage caused to Grantor's land resulting from the reconstruction, operation, repair, replacement, or maintenance of Grantee's Facilities as near as reasonably possible to its pre-construction condition.

For purposes of the following, to the extent that Grantee's consent is required, such consent shall not be unreasonably delayed or withheld. Without limiting the generality of the foregoing, Grantors do hereby covenant, warrant and agree as follows:

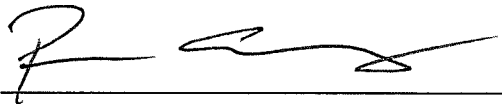
1. Grantors shall not build or construct, nor permit to be built or constructed, over or across the right-of-way and easement, any building, retaining walls, rock walls, footings or improvement which impairs the maintenance or operation of the Facilities, without the prior written consent of Grantee.
2. Except for standard grading activities conducted after notice to Grantee, Grantors shall not change the contour within the right-of-way and easement without prior written consent of Grantee.
3. Grantors 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. Grantors shall not place personal property within the right-of-way and easement that impairs the maintenance or operation of the Facilities without the prior written consent of Grantee.
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 Grantors, and without any obligation of restoration or compensation, except that Grantee shall use reasonable efforts to minimize damage and destruction to Grantor's property.

This right-of-way and easement shall be binding upon and inure to the benefit of the successors and assigns of Grantors 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 ____ day of March, 2019.

GRANTORS:
ANDERSON GENEVA, LLC,
A Utah limited liability company

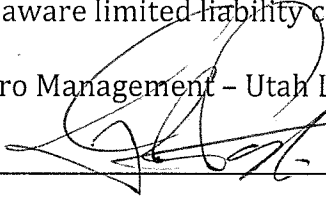
By:  _____

Print Name: Peter Evans

Its: Manager

ICE CASTLE RETIREMENT FUND L.L.C.,
A Delaware limited liability company

By: Pro Management - Utah LLC, Manager

By:  _____

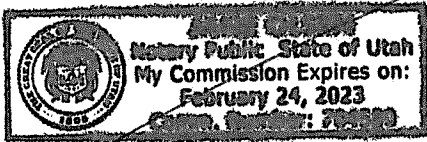
Print Name: Glen R. Pettit

Its: Manager

[Notary Acknowledgements Follow]

STATE OF UTAH)
) ss.
COUNTY OF)

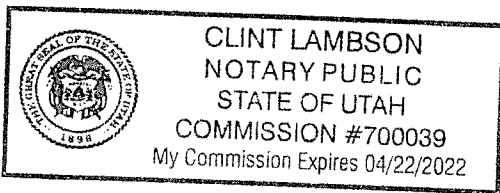
On the 14th day of March, 2019 personally appeared before me Peter Evans who, being duly sworn, did say that he/she is a Manager of ANDERSON GENEVA, LLC, and that the foregoing instrument was signed on behalf of said company by authority of its Articles of Organization or its Operating Agreement.



Jane Olsen
Notary Public

STATE OF UTAH)
) ss.
COUNTY OF Salt Lake)

On the 26th day of March, 2019 personally appeared before me Glen R. Pettit who, being duly sworn, did say that he/she is the Manager of Pro Management - Utah LLC, Manager of ICE CASTLE RETIREMENT FUND L.L.C., and that the foregoing instrument was signed on behalf of said company by authority of its Articles of Organization or its Operating Agreement.



Clint Lambson
Notary Public

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 8th day of APRIL, 2018.

GRANTORS:
ANDERSON GENEVA, LLC,
A Utah limited liability company

By: [Signature]

Print Name: Peter Evans

Its: Manager

ICE CASTLE RETIREMENT FUND L.L.C.,
A Utah limited liability company

By: _____

Print Name: _____

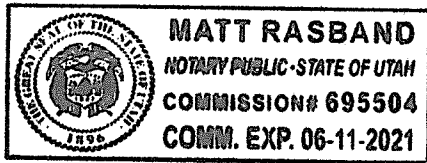
Its: Manager


[Notary Acknowledgements Follow]



STATE OF UTAH)
) ss.
COUNTY OF)

On the 6 day of April, 2018, personally appeared before me Peter Evans who, being duly sworn, did say that he/she is a Manager of ANDERSON GENEVA, LLC, and that the foregoing instrument was signed on behalf of said company by authority of its Articles of Organization or its Operating Agreement.

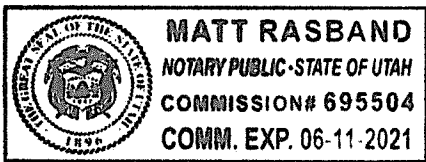




Notary Public

STATE OF UTAH)
) ss.
COUNTY OF)

On the ____ day of _____, 2018 personally appeared before me _____ who, being duly sworn, did say that he/she is a Manager of ICE CASTLE RETIREMENT FUND L.L.C., 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