WHEN RECORDED MAIL TO:
Tooele Investors LLC
c/o Vectra Management Group
505 Park Avenue, Suite 403
New York, NY 10022
Questar Gas Company
P.O. Box 45360, Right-of-way
Salt Lake City, UT 84145-0360
40740.QUES.PLS

Entry #: 471942
08/03/2018 03:20 PM EASEMENT
Page: 1 of 4
FEE: \$16.00 BY: TOOELE INVESTORS LLC
Jerry Houghton, Tooele County, Utah Recorder

Space above for County Recorder's use PARCEL I.D.# 03-024-0-0007

RIGHT-OF-WAY AND EASEMENT GRANT 40740

QUESTAR GAS COMPANY Doing Business as DOMINION ENERGY UTAH, a corporation of the State of Utah, "Grantor", does hereby convey and warrant to TOOELE INVESTORS LLC, a Utah limited liability company, 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 (hereinafter collectively called "Water Pipeline"), through and across the following described land and premises situated in the County of Tooele, State of Utah, and more particularly described as follows, to-wit:

A 20 FOOT WIDE STRIP OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN, TOOELE COUNTY, UTAH. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF GRANTOR'S PROPERTY, SAID POINT BEING SOUTH 89°50'12" WEST 33.00 FEET ALONG THE EAST-WEST MIDSECTION LINE FROM THE MONUMENT AT THE EAST QUARTER CORNER OF SECTION 15, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 89°50'12" WEST 20.00 FEET ALONG GRANTOR'S SOUTH PROPERTY LINE; THENCE NORTH 00°09'48" WEST 110.00 FEET TO A POINT ON THE GRANTOR'S NORTH PROPERTY LINE; THENCE NORTH 89°50'12" EAST 20.00 FEET ALONG GRANTOR'S NORTH PROPERTY LINE TO THE NORTHEAST CORNER OF GRANTOR'S PROPERTY; THENCE SOUTH 00°09'48" EAST 110.00 FEET ALONG GRANTOR'S EAST PROPERTY LINE TO THE POINT OF BEGINNING.

CONTAINS: 0.05 ACRES (2,200.0 SQ FT)

As shown in Exhibit A attached, which by reference is made a part thereof.

TO HAVE AND TO HOLD the same unto said Grantee, its successors and assigns, so long as such water pipeline 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 water pipeline. 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 water pipeline 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 Water Pipeline.
- 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 Water Pipeline.
- 4. Grantor shall not place personal property within the right-of-way that impairs the maintenance or operation of the Water Pipeline.
- 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(s), and without any obligation of restoration or compensation.

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.

WITNESS the execution hereof this $\frac{27}{\text{day}}$ of July 2018.

DOMINION ENERGY UTAH

Its Arthoniad Representative

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

On the <u>Z_7</u> day of July 2018 personally appeared before me <u>Tobbel H Kescowho</u>, being duly sworn, did say that he she is the <u>Account zen</u> Accomminion Energy Utah and that the foregoing instrument was signed on behalf of said company by <u>authority</u> of its

ORGANIZATION

Notary Public

PAUL LELAND SWAN
Notary Public State of Utah
My Commission Expires on:
April 18, 2022
Comm. Number: 699975

Exhibit A

