

WHEN RECORDED MAIL TO:

Tooele Investors LLC
c/o Vectra Management Utah
505 Park Avenue, Suite 403
New York, New York 10022

Questar Gas Company
P.O. Box 45360, Right-of-way
Salt Lake City, Utah 84145-0360
40740.QUES.PLS

Space above for County Recorder's use
PARCEL I.D.# 98-000-0-0035

**RIGHT-OF-WAY AND EASEMENT GRANT
East Side of Droubay Road**

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 perpetual right-of-way and easement to construct, lay, maintain, operate, repair, alter, inspect, protect, make connections to, remove and replace a water pipeline, valves, valve boxes and related equipment and facilities (hereinafter collectively called the "Water Pipeline"), under, over, 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 STRIP OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN, TOOELE COUNTY, UTAH, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF GRANTOR'S PROPERTY. SAID POINT BEING NORTH 89°43'24" EAST 33.00 FEET ALONG THE EAST-WEST QUARTER SECTION LINE FROM THE MONUMENT AT THE WEST QUARTER CORNER OF SECTION 14, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN. AND RUNNING THENCE NORTH 00°21'26" WEST 70.00 FEET ALONG THE EAST RIGHT OF WAY LINE OF DROUBAY ROAD; THENCE NORTH 89°43'24" EAST 20.00 FEET TO A POINT; THENCE SOUTH 00°21'26" EAST 70.00 FEET TO A POINT ON THE EAST-WEST QUARTER

SECTION LINE; THENCE SOUTH 89°43'24" WEST 20.00 FEET TO THE POINT OF BEGINNING.

CONTAINS: 1,400 SQUARE FEET, OR 0.03 ACRE.

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

TO HAVE AND TO HOLD the same unto said Grantee, its successors and assigns, so long as the 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 use of the Water Pipeline as intended 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 interfere with and/or damage the Water Pipeline.
4. Grantor shall not place personal property within the right-of-way that impairs in any way Grantee's right to access, operate, maintain, repair and replace 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.
6. Grantee agrees to indemnify, hold harmless and defend Grantor, 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 Grantee's use of the easement or any activities conducted thereon by Grantee, his/her/its agents, employees, invitees or as a result of Grantee's negligence.

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.

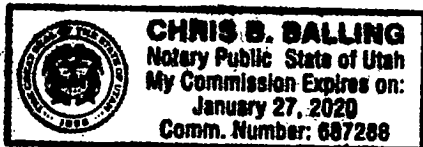
WITNESS the execution hereof this 19th day of September, 2018.

DOMINION ENERGY UTAH

By Joseph D. Kessler
Its: Authorized Representative

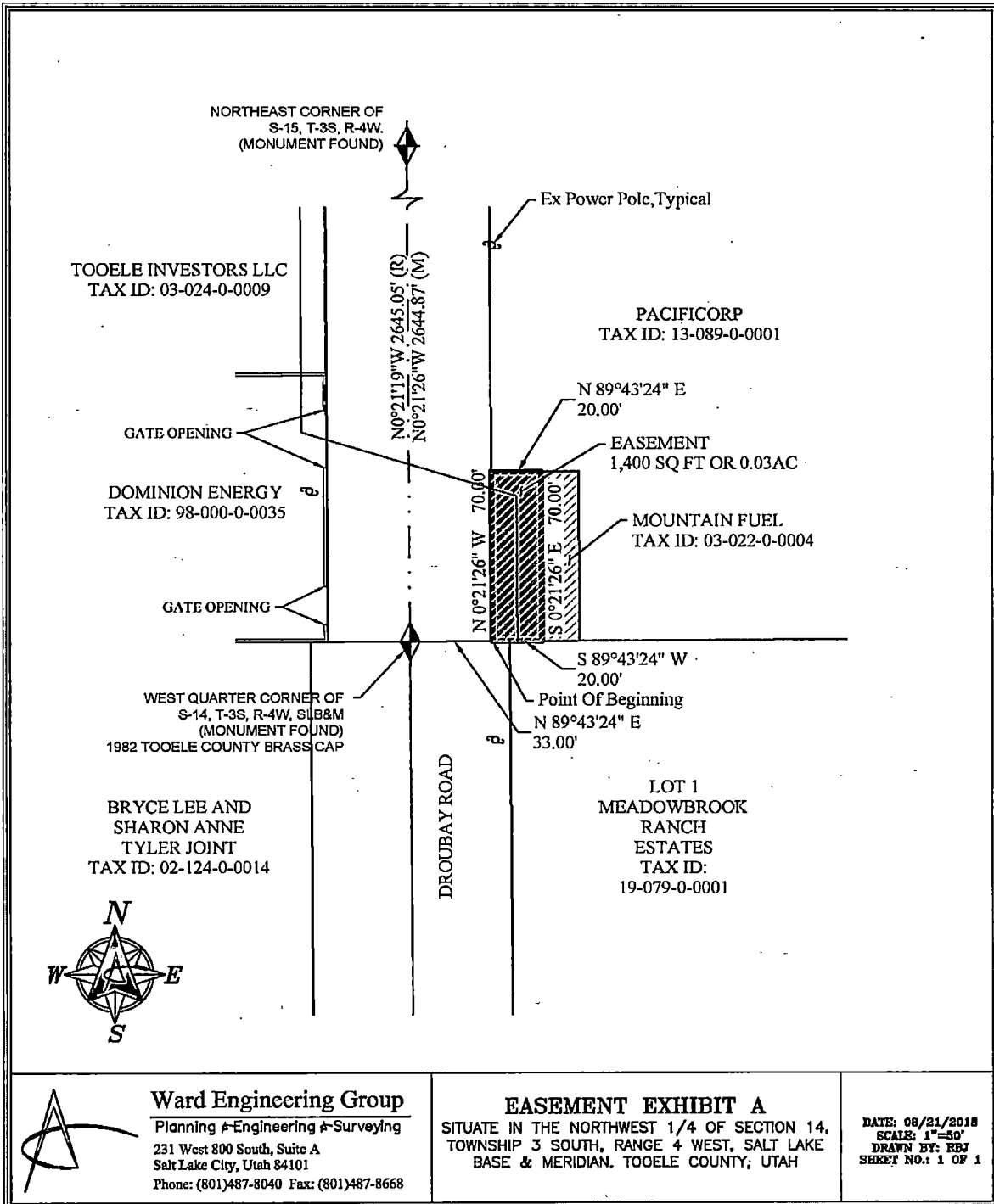
STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On the 19th day of September, 2018 personally appeared before me JOSEPH D. KESSLER who, being duly sworn, did say that he is an Authorized Representative of Questar Gas Company, dba Dominion Energy Utah, and that the foregoing instrument was signed on behalf of said company by authority of its Articles of Organization or its Operating Agreement.



Chris B. Balling
Notary Public

EXHIBIT A



Ward Engineering Group
 Planning • Engineering • Surveying
 231 West 800 South, Suite A
 Salt Lake City, Utah 84101
 Phone: (801)487-8040 Fax: (801)487-8668

EASEMENT EXHIBIT A
 SITUATE IN THE NORTHWEST 1/4 OF SECTION 14,
 TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE
 BASE & MERIDIAN. TOOELE COUNTY, UTAH

DATE: 08/21/2018
 SCALE: 1"=50'
 DRAWN BY: HBJ
 SHEET NO.: 1 OF 1