

WHEN RECORDED MAIL TO:

Questar Gas Company
P.O. Box 45360, Right-of-way
Salt Lake City, UT 84145-0360
NewLondon.HeberCity,UT.amb

Ent 539724 Bk 1461 Pg 122 - 128
MARCY M. MURRAY, Recorder
WASATCH COUNTY CORPORATION
2023 Dec 12 09:44AM Fee: \$40.00 HP
For: Dominion Energy
ELECTRONICALLY RECORDED

Space above for County Recorder's use
PARCEL I.D.# 00-0021-2303

NOTICE AND DEFINITION OF RIGHT-OF-WAY AND EASEMENT
39786-2

A. Questar Gas Company (formerly known as Mountain Fuel Supply Company) is the owner of a Right of Way and Easement Grant dated April 22, 2008 and recorded as Entry No. 334739, Book 964, Pages 2199 - 2201 in the County of Wasatch, UT official records (the "Easement").

B. The Easement is what is commonly referred to as a "blanket easement" because the width of the Easement is not specified and instead is limited only by what is reasonably necessary for use of the Easement.

C. The current landowner and Questar Gas Company desire to give notice and define the width and certain other terms of the Easement according to the terms herein.

Now therefore in consideration of the promises contained herein and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Valley Hills, LLC, a Utah limited liability company ("Grantor") and Questar Gas Company ("Grantee"), their respective successors and assigns, as of the 12th day of December, 2023 ("Effective Date") hereby agree that the Easement, as shown on **Exhibit "A"** attached hereto and by this reference made a part hereof, shall encumber the following described area:

A part of the Northwest Quarter of Section 32, Township 3 South, Range 5 East, Salt Lake Base & Meridian, U.S. Survey, more particularly described as follows:

Beginning at a point 2326.67 feet North 89°31'15" East and 2032.12 feet South 00°28'45" East from the Northeast Corner of Section 32, Township 3 South, Range

5 East, Salt Lake Base & Meridian U.S. Survey; and running thence North 88°19'01" West 248.40 feet; thence North 89°26'20" West 233.97 feet; thence North 01°05'52" East 25.41 feet; thence South 89°07'08" East 482.32 feet; thence South 01°02'31" West 27.58 feet to the Point of Beginning.

Contains: 12,212 S.F.

2. Grantee shall have the right 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"), within the Easement. Additionally, Grantor and Grantee acknowledge and agree that the Easement grants Grantee the right of ingress and egress to and from the Easement to construct, lay, maintain, operate, repair, alter, inspect, protect, make connections to, remove and replace the Facilities. The Easement carries 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 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.

Without limiting the generality of paragraphs 1 and 2, Grantor and Grantee do hereby acknowledge and agree that the Easement carries with it the covenants and rights as follows:

3. 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 Facilities.

4. Grantor shall not change the contour within the right-of-way without prior written consent of Grantee.

5. 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 right-of-way, without prior written consent of Grantee.

6. Grantor shall not place personal property within the right-of-way that impairs the maintenance or operation of the Facilities.

7. Grantee, at its own expense, shall have the right but not the obligation 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 to Grantors.

This right-of-way 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.

[Signatures and Acknowledgements on the Following Page]

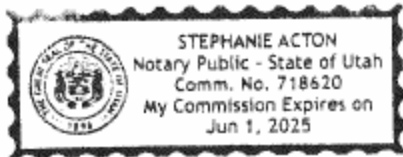
IN WITNESS WHEREOF, Grantor has executed this document as of the Effective Date written above.

VALLEY HILLS, LLC, a Utah limited liability company

By: Robert D. Heywood
Print Name: ROBERT D. HEYWOOD
Title: MANAGER

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

On the 8th day of December, 2023, personally appeared before me Robert D. Heywood, the signer(s) of the foregoing instrument, who duly acknowledged to me that they executed the same.



Stephanie Acton
Notary Public

IN WITNESS WHEREOF, Grantee has executed this document as of the Effective Date written above.

QUESTAR GAS COMPANY,
a Utah corporation

By: Alec Shook
Print Name: Alec Shook
Title: Authorized Representative

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

Acknowledged before me on the 12th day of December, 2023 by Alec Shook, the Authorized Representative of Questar Gas Company, a Utah corporation.



Angela M Barber
Notary Public

EXHIBIT "A"

EXHIBIT "B"

Legal description of the entire property

BEGINNING AT A POINT N89-31-24E 2554.48 FEET AND S0-28-36E 1416.07 FEET FROM THE NW CORNER OF SEC 32 T3S R5E SLM: S1-6-0W 297.91; N89-12-21W 211.08; S1-2-40W 323.05; N88-18-52W 248.4; N89-26-11W 233.97; N1-6-0E 119.35; THENCE ALONG THE ARC OF A 100 FOOT RADIUS CURVE TO THE LEFT 78.14 FEET (CHORD BEARS N21-53-55W); THENCE ALONG THE ARC OF A 30 FOOT RADIUS CURVE TO THE RIGHT 23.44 FEET (CHORD BEARS N21-53-55W); N1-6-0E 416.5; S88-54-0E 0.95; THENCE ALONG THE ARC OF A 572 FOOT RADIUS CURVE TO THE RIGHT 198.65 FEET (CHORD BEARS S78-54-0E); S68-54-0E 66.3; THENCE ALONG THE ARC OF A 366.5 FOOT RADIUS CURVE TO THE LEFT 127.28 FEET (CHORD BEARS S78-54-0E); S88-54-0E 160.14; THENCE ALONG THE ARC OF A 280 FOOT RADIUS CURVE TO THE LEFT 180 FEET (CHORD BEARS N72-20-25E); N53-34-50E 22.56 TO THE BEGINNING. AREA: 7.99 ACRES +/-