

WHEN RECORDED MAIL TO:

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

*Space above for County Recorder's use*  
PARCEL I.D.# 03-024-0-0006

## **RIGHT-OF-WAY AND EASEMENT GRANT**

LARAMIE DUNN an individual residing within 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 NORTHEAST CORNER OF GRANTOR'S PROPERTY. SAID POINT BEING SOUTH 00°21'26" EAST 840.84 FEET ALONG THE SECTION LINE, AND SOUTH 89°38'34" WEST 33.00 FEET FROM THE MONUMENT AT THE NORTHEAST CORNER OF SECTION 15, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN. AND RUNNING THENCE SOUTH 00°21'26" EAST 3.02 CHAINS (199.32 FEET) ALONG GRANTOR'S EAST PROPERTY LINE TO THE SOUTHEAST CORNER OF GRANTOR'S PROPERTY; THENCE SOUTH 89°38'34" WEST 20.00 FEET ALONG GRANTOR'S SOUTH PROPERTY LINE; THENCE NORTH 00°21'26" WEST 3.02 CHAINS (199.32 FEET) TO A POINT ON GRANTOR'S NORTH PROPERTY LINE; THENCE NORTH 89°38'34" EAST 20.00 FEET ALONG GRANTOR'S NORTH PROPERTY LINE TO THE POINT OF BEGINNING

CONTAINS: 0.09 ACRES (3,986 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.

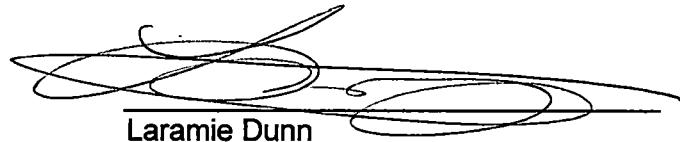
Without limiting the generality of the foregoing, Grantor does hereby covenant, warrant and agree as follows:

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, and without any obligation of restoration or compensation.
6. Grantee agrees to indemnify, hold harmless and defend Grantor, her agents and employees, from all claims, mechanics liens, demands, 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, its agents, employees, invitees or as a result of Grantee's negligence.
7. Grantor agrees to indemnify, hold harmless and defend Grantee, its agents and employees, from all claims, mechanics liens, demands, damages, actions, costs and charges for personal injury and property damage to the Water Pipeline, and any other liabilities, including attorney's fees, arising out of or by any reason of Grantor's use of the easement or any activities conducted thereon by Grantor, its agents, employees, invitees or as a result of Grantor'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.

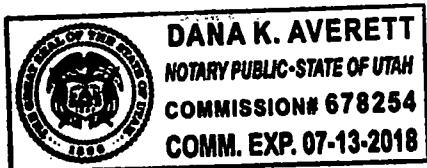
WITNESS the execution hereof this 6 day of July 2018.



Laramie Dunn

STATE OF UTAH )  
 ) ss.  
COUNTY OF UTAH Taylor )

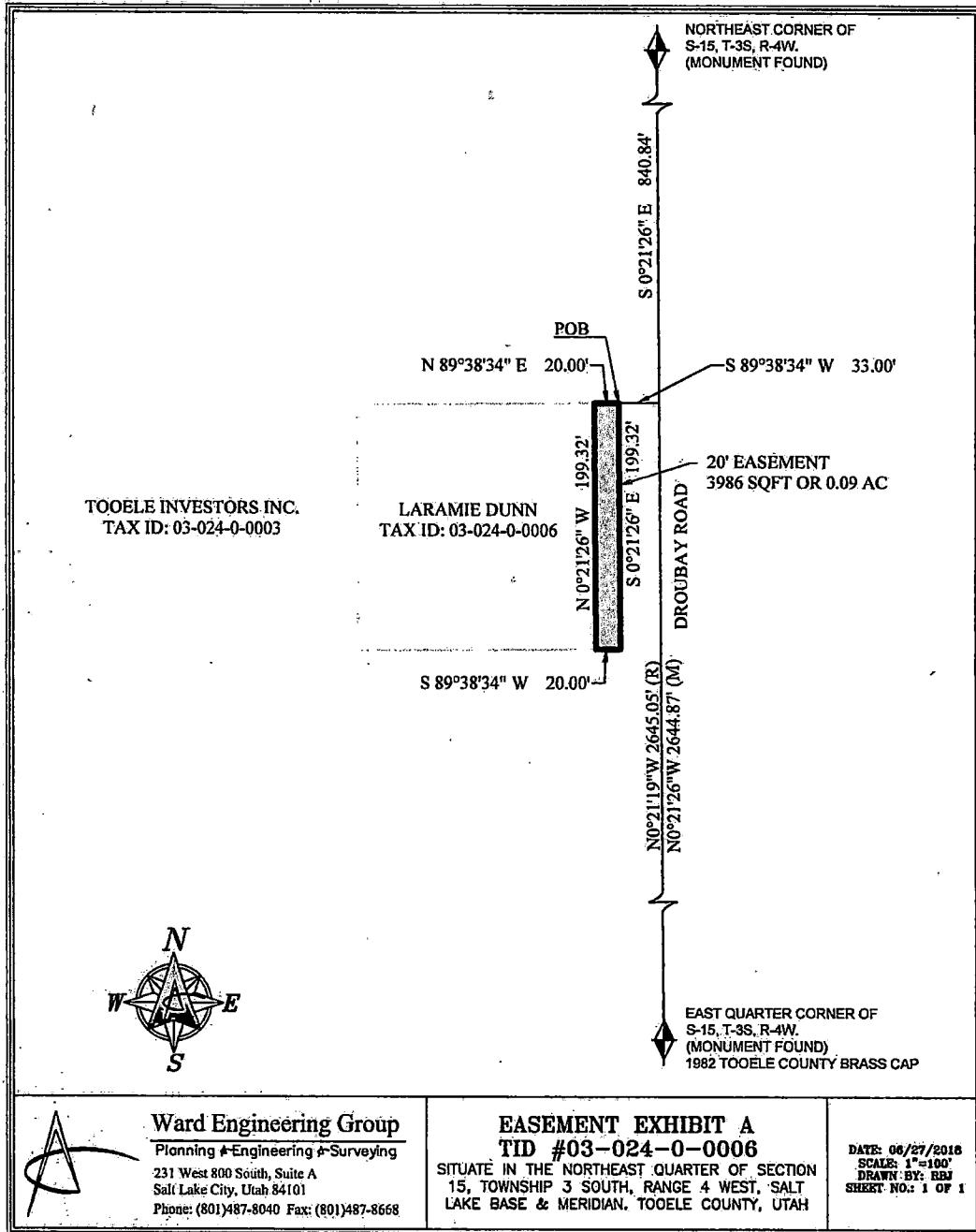
On the 10th day of July, 2018 personally appeared before me Laramie Dunn who, being duly sworn, did say that she executed the foregoing instrument for its stated purpose.\_\_\_\_\_



Dana K. Averett

Notary Public

## Exhibit A



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: TOOEL 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 TOOEL 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, TOOEL 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 27<sup>th</sup> day of July 2018.

## DOMINION ENERGY UTAH

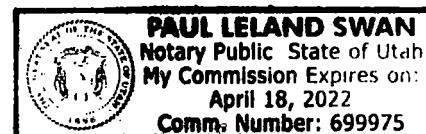
By Joseph D. Kash  
Its Authorized Representative

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

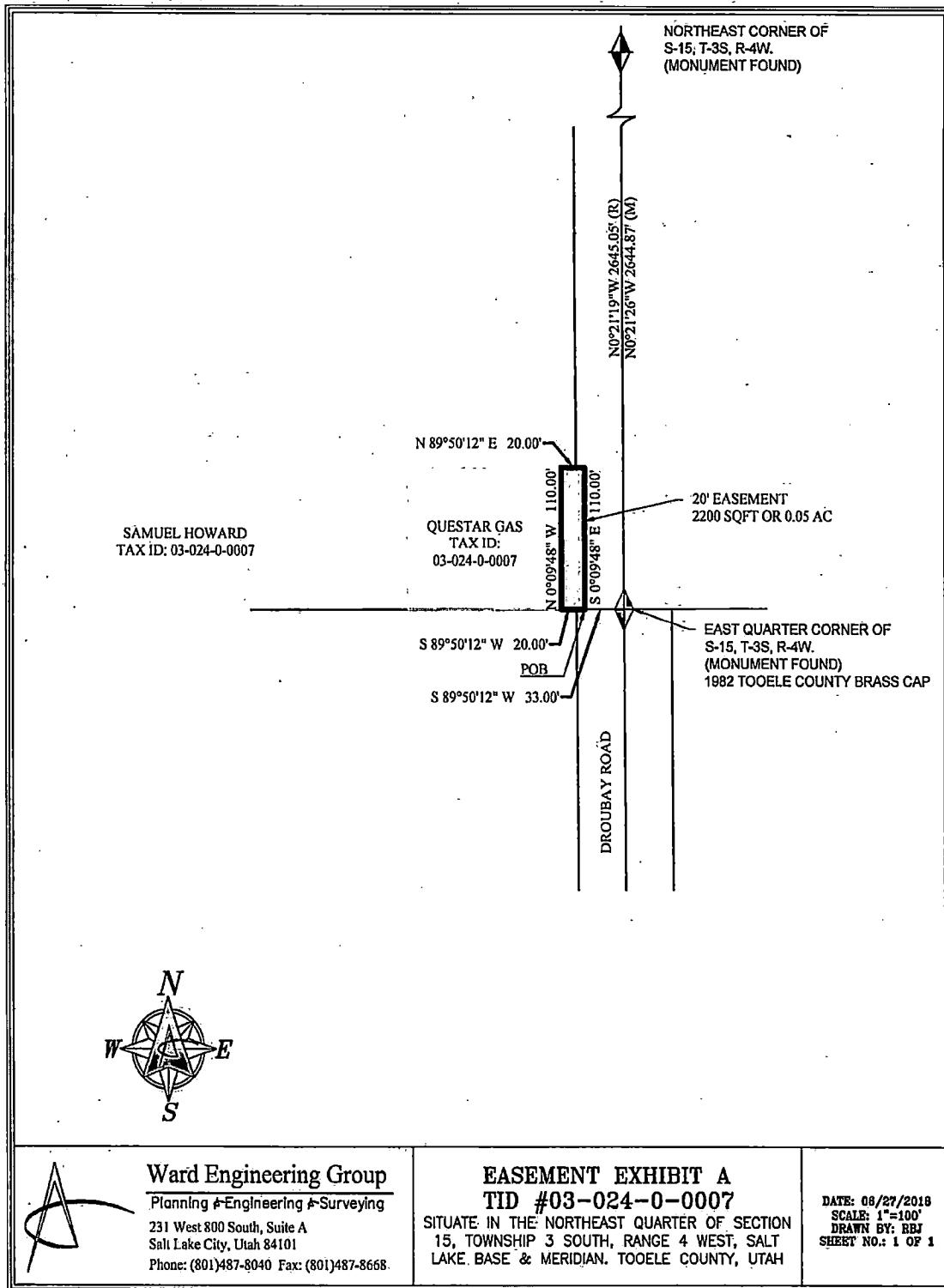
On the 27 day of July, 2018 personally appeared before me JOSEPH KESLER, who, being duly sworn, did say that he/she is the Authorized Agent of Dominion Energy Utah and that the foregoing instrument was signed on behalf of said company by authority of its Organization.

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## Notary Public



## Exhibit A



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 TOOEL 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, TOOEL 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.

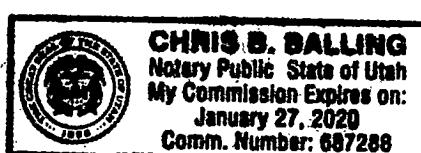
WITNESS the execution hereof this 19<sup>th</sup> day of September, 2018.

DOMINION ENERGY UTAH

By Joseph D. Kessler  
Its: Authorized Representative

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

On the 19<sup>th</sup> 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

