

WHEN RECORDED MAIL TO:
Questar Gas Company
P.O. Box 45360, Right-of-way
Salt Lake City, UT 84145-0360
MJ2022471.DE;

ENT **116189:2020** PG 1 of 5
Jeffery Smith
Utah County Recorder
2020 Aug 07 01:53 PM FEE 40.00 BY SM
RECORDED FOR Dominion Energy
ELECTRONICALLY RECORDED

Space above for County Recorder's use
PARCEL I.D.# 47:344:0002

RIGHT-OF-WAY AND EASEMENT GRANT

UT ROW# 41159

DIAMOND HALL DEVELOPMENT PARTNERS, LLC, A Utah Limited Liability Company, "Grantor", does hereby convey and warrant to QUESTAR GAS COMPANY, 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 20 feet in width 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 Grantor located in the East Half Section 20, Township 7 South, Range 3 East, Salt Lake Base and Meridian;

the centerline of said right-of-way and easement shall extend through and across the above-described land and premises as follows, to-wit:

See Attached Exhibit

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 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 Facilities. Grantor(s) 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.

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

1. Grantor(s) 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.

2. Grantor(s) shall not change the contour within the right-of-way without prior written consent of Grantee.

3. Grantor(s) 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.

4. Grantor(s) shall not place personal property within the right-of-way that impairs the maintenance or operation of the Facilities.

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. Grantor(s) 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, 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(s), his/her/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(s) 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 3rd day of August, 2020.

DIAMOND HALL DEVELOPMENT PARTNERS, LLC, A Utah Limited Liability Company

By- 
Thomas D. Stuart, Manager

STATE OF UTAH)
) ss.
COUNTY OF Davis)

On the 3rd day of August, 2020 personally appeared before me
Thomas D. Stuart who, being duly sworn, did say
that he/she is a Manager of DIAMOND HALL DEVELOPMENT PARTNERS, LLC, A Utah
Limited Liability Company, 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

Lot 2 Perpetual Gas Easement

A perpetual right-of-way easement being a strip of land 20.00 feet in width being a part of Lot 2, New Vista Subdivision Plat "B" recorded July 19, 2018 as Entry No. 67827:2018 in the Office of the Utah County Recorder, located in the East Half of Section 20, Township 7 South, Range 3 East, Salt Lake Base and Meridian. Said 20.00 – foot strip of land lies 10.00 feet on each side of the following described centerline:

Beginning at a point on the southerly line of Lot 2 of said Subdivision, which is 50.17 feet N. 67°52'37" E. from the southwesterly corner of said Lot 2; thence N. 22°03'09" W. 448.40 feet to the **Point of Terminus**, which is 50.00 feet N. 67°55'05" E. from the northwesterly corner of said Lot 2.

The sidelines of said 20.00 wide strip of land shall be lengthened or shortened to begin on the southerly line of Lot 2, New Vista Subdivision Plat "B" and terminate at the northerly line of said Lot 2.

The above described perpetual right-of-way easement contains 8,968 square feet in area, more or less.

EXHIBIT "B": By this reference, made a part hereof.

BASIS OF BEARING: The Basis of Bearing is N. 89°35'40" E. per said New Vista Subdivision Plat "B" along the Section line between the North Quarter and the Northeast Corner of said Section 20, Township 7 South, Range 3 East, Salt Lake Base and Meridian.



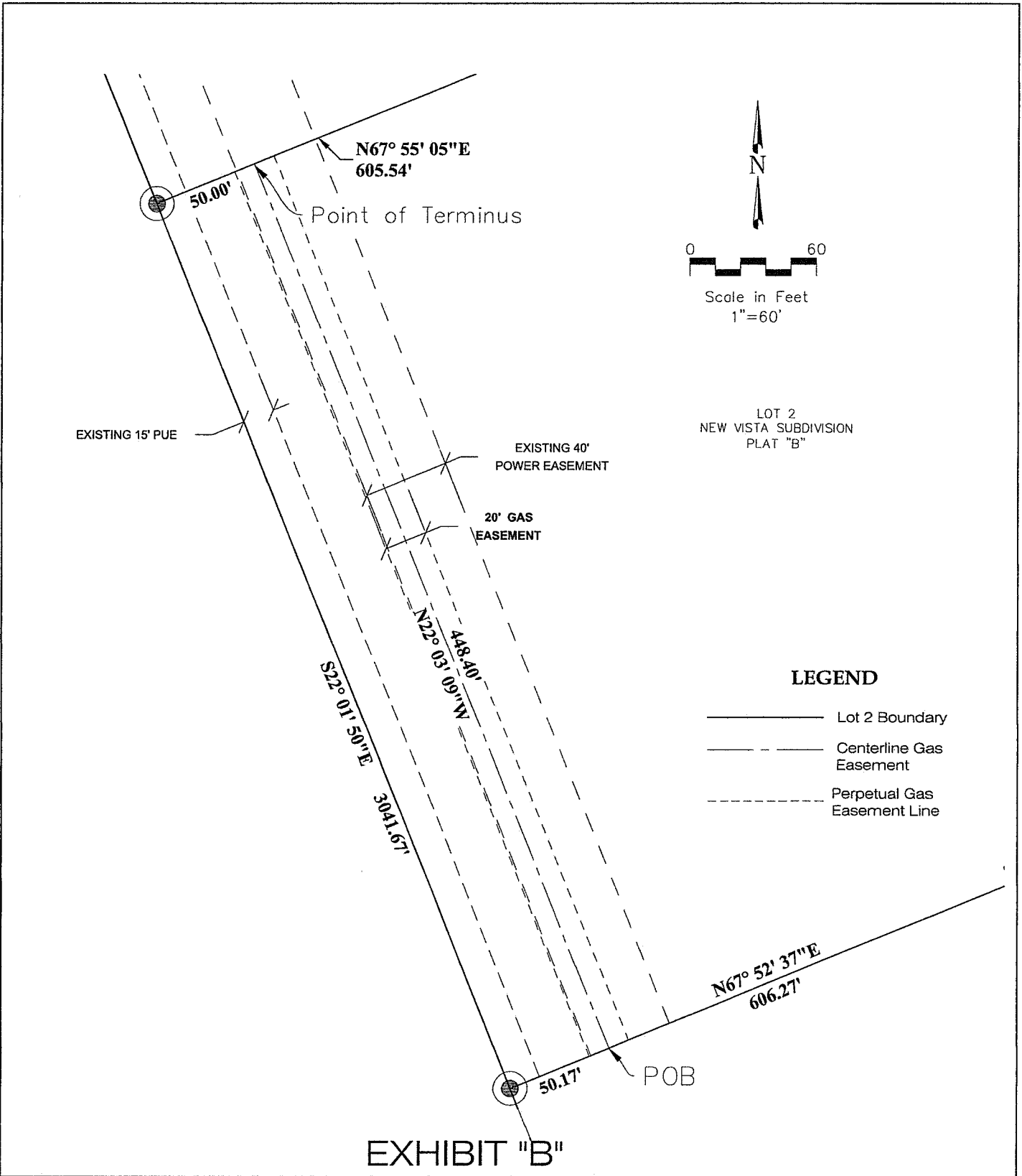


EXHIBIT "B"

DIAMOND HALL DEVELOPMENT PARTNERS, LLC
 Perpetual Gas Easement
 Serial No:
 47:344:0002
 Part of the East 1/2 of Section 20
 Township 7 South, Range 3 East, S.L.B.&M.

PREPARED BY:
CIR | CIVIL ENGINEERING
 +SURVEYING
 3032 South 1030 West, Suite 202, Salt Lake City, Utah 84119
 July 24, 2020
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