

WHEN RECORDED MAIL TO:
Questar Gas Company
P.O. Box 45360, Easement
Salt Lake City, UT 84145-0360
EXHIBIT A;CCP Farmington

E 3091396 B 7007 P 722-725
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
05/03/2018 03:30 PM
FEE \$16.00 Pgs: 4
DEP RT REC'D FOR QUESTAR GAS COMPA
NY

Space above for County Recorder's use

PARCEL I.D.# 08-057-0045 ✓

08-057-0053 ✓

08-057-0015 ✓

RIGHT-OF-WAY AND EASEMENT GRANT

STAY FARMINGTON, LLC., a Utah limited liability company, Grantor, does hereby convey and warrant to QUESTAR GAS COMPANY dba DOMINION ENERGY UTAH, a corporation of the State of 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 non-exclusive right-of-way ("Easement") 50.0 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"), said Easement being situated in the County of Davis, State of Utah, and more particularly described as follows, to-wit:

A parcel of land located in the Northeast Quarter of Section 15 and the Northwest Quarter of Section 14, Township 3 North, Range 1 West, Salt Lake Base and Meridian, Davis County, Utah, said parcel being more particularly described as follows:

COMMENCING at the Northeast corner of said Section 15; thence 757.69 feet South 00°03'58" East coincident with the East line of the Northeast quarter said Section 15 and 55.41 feet North 89°46'56" West to the POINT OF BEGINNING; and running thence South 00°13'11" West 95.78 feet; thence South 34°42'22" East 506.15 feet; thence South 46°35'25" East 169.96 feet; thence South 34°42'24" East 420.53 feet; thence South 05°54'46" East 107.94 feet; thence South 34°42'24" East 109.33 feet; thence 52.96 feet along the arc of a 1430.00 foot radius curve to the right (chord bears South 74°31'04" West 52.95 feet) through a central angle of 02°07'18" to the East line of the Denver and Rio Grande Western Railroad property; thence North 34°42'24" West 104.73 feet coincident with said East line of the Denver and Rio Grande Western Railroad; thence North 05°54'46" West 107.94 feet; thence North 34°42'24" West 402.49

feet coincident with said East line of the Denver and Rio Grande Western Railroad; thence North 46°35'25" West 169.96 feet; thence North 34°42'22" West 527.08 feet; coincident with said East line of the Denver and Rio Grande Western Railroad to a point on the East right-of-way line of 350 East Street; thence North 00°13'11" East 111.51 feet coincident with said East right-of-way line of 350 East Street; thence South 89°46'56" East 50.00 feet to the POINT OF BEGINNING.

(Contains 70,843 square feet / 1.626 acres)

Also, a parcel of land located in the West Half of Section 14, Township 3 North, Range 1 West, Salt Lake Base and Meridian, Davis County, Utah, said parcel being more particularly described as follows:

COMMENCING at the Center quarter corner of said Section 14; thence 1177. feet South 89°49'51" West coincident with the South line of the Northwest quarter of said Section 14; thence perpendicularly 438.89 feet South 00°10'09" East to the POINT OF BEGINNING; and running thence West 60.82 feet to the East line of the Denver and Rio Grande Western Railroad property; thence North 34°42'24" West 1148.13 feet coincident with said East line of the Denver and Rio Grande Western Railroad; thence 53.72 feet along the arc of a 1630.00 foot radius curve to the left (chord bears North 76°44'51" East 53.72 feet) through a central angle of 01°53'18"; thence South 34°42'24" East 1163.11 feet to the POINT OF BEGINNING.

(Contains 57,770 square feet / 1.326 acres)

TO HAVE AND TO HOLD the same unto said DOMINION ENERGY UTAH, its successors and assigns, so long as such Facilities shall be maintained, with the right of ingress and egress to and from said Easement to construct, lay, maintain, operate, repair, alter, inspect, protect, make connections to, remove and replace the same. This 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 Easement as may be reasonably necessary in connection with construction, maintenance, repair, removal or replacement of the Facilities. Grantor shall have the right to use said premises except for the purposes for which this 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 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 Easement, any building, footings, or improvement which impairs the maintenance or operation of the Facilities. So long as such improvement (a) does not unreasonably interfere with Grantee's rights in this Easement, (b) does not impair the safe operation of the Facilities, and (c) so long as Grantee gives its prior written consent, Grantor may build retaining walls, rock walls or other site improvements (including underground utility lines which comply with legally

required separation distances). Any construction of such improvements will be done with a representative of Grantee present during construction.

2. Grantor shall not change the contour within the Easement 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 Facilities, within the Easement, without prior written consent of Grantee.

4. Grantor shall not place personal property within the Easement that impairs the maintenance or operation of the Facilities.

5. Grantee acknowledges that Grantor may sell the property containing the Easement to Weber Basin Water Conservancy District (WBWCD) for the future installation of a large diameter water pipeline. Notwithstanding the foregoing paragraphs, WBWCD shall have the right to install said pipeline in the easterly 29 feet of the Easement. Grantee shall install its Facilities in the westerly 21 feet of the Easement. WBWCD shall plan and construct said water pipeline with approval and in coordination with Grantee, provided Grantee may not unreasonably withhold, condition, or delay such approval or coordination.

6. Grantor retains the right to use the Easement area, provided such use does not unreasonably interfere with the Facilities or any other rights granted to Grantee hereunder. Grantor's uses of the Easement area may include but are not limited to the following uses: access to Grantor's property, surface improvements such as landscaping, gravel, concrete, pavement, driveways, and parking lot areas and underground utilities.

7. 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, without liability to Grantor, and without any obligation of restoration or compensation.

This Easement 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.

