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RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
7/20/2020 2:31:00 PM  
FEE \$40.00 Pgs: 4  
DEP eCASH REC'D FOR DOMINION ENERGY

WHEN RECORDED MAIL TO:  
Questar Gas Company  
P.O. Box 45360, Right-of-Way  
Salt Lake City, UT 84145-0360  
MJ2021290.lc; yj

Space above for County Recorder's use  
PARCEL I.D.# 10-220-0404

**RIGHT-OF-WAY AND EASEMENT GRANT**  
UT 41146 & UT 41149

7<sup>th</sup> West Partners, LLC, "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 twenty (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 Davis, State of Utah, as shown on Exhibit "A" attached hereto and by this reference made a part hereof, and more particularly described as follows, to-wit:

Land of the Grantor located in the Northwest Quarter of Section 17,  
Township 4 North, Range 1 West, 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:

**Right-Of-Way #1 / UT 41146**

A TWENTY-FOOT-WIDE STRIP OF LAND LOCATED IN THE NORTHWEST QUARTER OF  
SECTION 17, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN,  
DAVIS COUNTY, UTAH, BEING TEN FEET ON EACH SIDE OF THE FOLLOWING CENTER  
LINE:

BEGINNING AT A POINT LOCATED NORTH 00°10'04" EAST 329.35 FEET (ALONG THE  
WESTERN PROPERTY LINE, IT BEING THE SAME AS THE EASTERN ROAD RIGHT OF WAY  
LINE OF LAYTON HILLS PARKWAY) FROM THE SOUTHWEST CORNER OF LOT 404 OF  
THE LAYTON MARKET CENTER PHASE IV SUBDIVISION;

THENCE RUNNING S89°49'56"E 230 FEET TO THE POINT OF TERMINUS.

CONTAINS 4,600 SQUARE FEET OR 0.105 ACRES.

Right-Of-Way #1 / UT 41149

A TWENTY-FOOT-WIDE STRIP OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, DAVIS COUNTY, UTAH, BEING TEN FEET ON EACH SIDE OF THE FOLLOWING CENTER LINE:

BEGINNING AT A POINT LOCATED NORTH 00°10'04" EAST 26.57 FEET (ALONG THE WESTERN PROPERTY LINE, IT BEING THE SAME AS THE EASTERN ROAD RIGHT OF WAY LINE OF LAYTON HILLS PARKWAY) FROM THE SOUTHWEST CORNER OF LOT 404 OF THE LAYTON MARKET CENTER PHASE IV SUBDIVISION;

THENCE RUNNING S89°49'56"E 180 FEET TO THE POINT OF TERMINUS.

CONTAINS 3,357 SQUARE FEET OR 0.077 ACRES.

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 and easement 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 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 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 and easement, any building, retaining walls, rock walls, footings or improvement which impairs the maintenance or operation of the Facilities.
2. Grantor shall not change the contour within the right-of-way and 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 right-of-way and easement, without prior written consent of Grantee.
4. Grantor shall not place personal property within the right-of-way and easement 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, and without any obligation of restoration or compensation.

6. 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, and any other liabilities, including attorney's fees, arising out of or by any reason of Grantor's use of the right-of-way and easement or any activities conducted thereon by Grantor, his/her/its agents, employees, invitees or as a result of Grantor's negligence.

This right-of-way and easement 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.

WITNESS the execution hereof this 25 day of June, 2020.

**GRANTOR:**  
**7<sup>th</sup> West Partners, LLC**

By: [Signature]  
Print Name: DAVID BAILEY  
Its: Manager

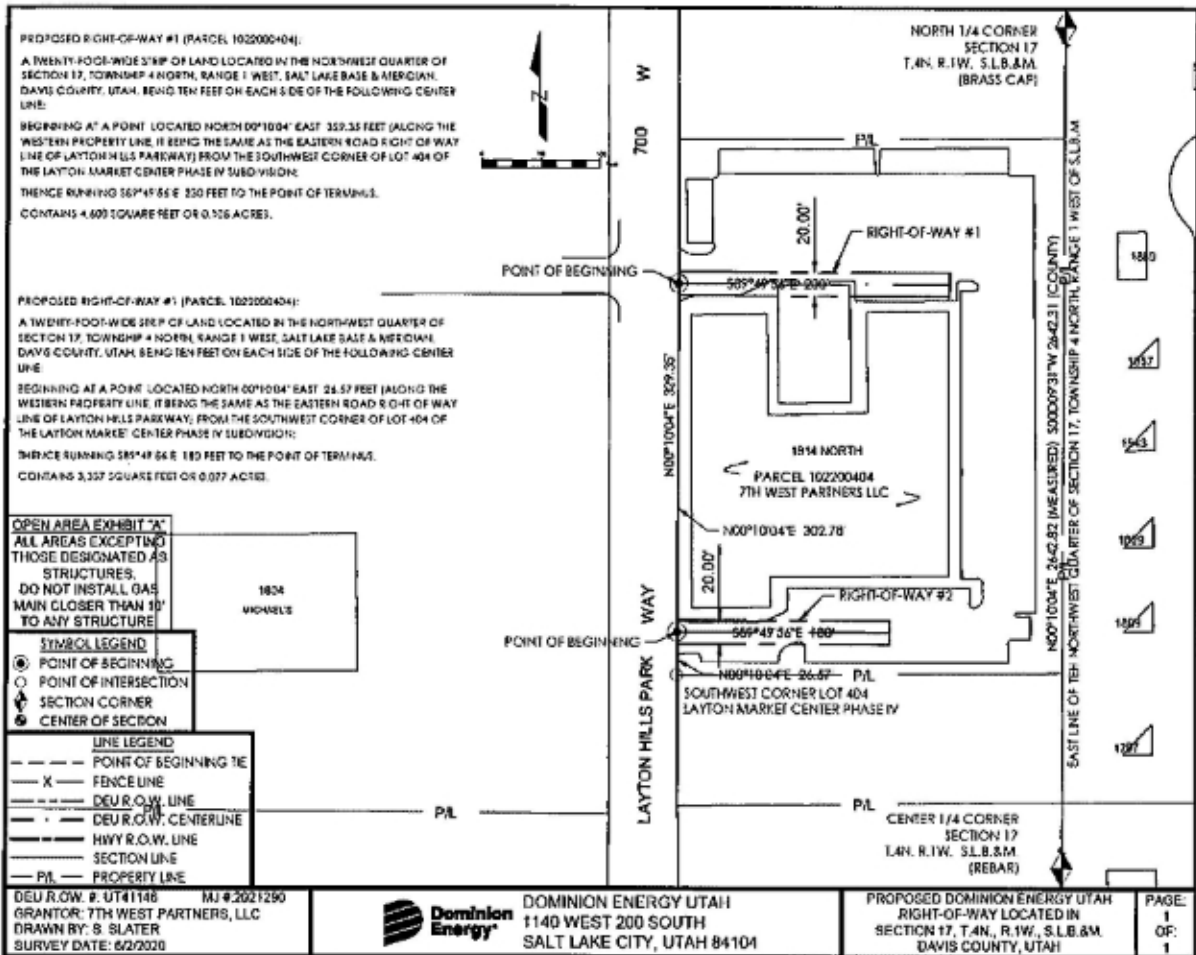
STATE OF UTAH )  
COUNTY OF Davis ) ss.

On the 25 day of June, 2020 personally appeared before me David S Bailey who, being duly sworn, did say that he/she is a Manager of 7<sup>th</sup> West Partners, LLC, and that the foregoing instrument was signed on behalf of said company by authority of its Articles of Organization or it's Operating Agreement.



[Signature]  
Notary Public

Exhibit "A"



DEUR.O.W. # UT#1148 MJ # 2021250  
GRANTOR: 7TH WEST PARTNERS, LLC  
DRAWN BY: S. SLATER  
SURVEY DATE: 02/2020



DOMINION ENERGY UTAH  
1140 WEST 200 SOUTH  
SALT LAKE CITY, UTAH 84104

PROPOSED DOMINION ENERGY UTAH  
RIGHT-OF-WAY LOCATED IN  
SECTION 17, T.4N., R.1W., S.L.B.&M.  
DAVIS COUNTY, UTAH

PAGE:  
1  
OF:  
1