

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

ENT **110199**:2021 PG 1 of 4  
**Andrea Allen**  
**Utah County Recorder**  
2021 Jun 17 03:28 PM FEE 40.00 BY SW  
RECORDED FOR Cottonwood Title Insurance Agency, Inc.  
ELECTRONICALLY RECORDED

*Space above for County Recorder's use*  
PARCEL I.D.# 58:021:0427

## EASEMENT GRANT

IVORY INNOVATIONS, a corporation of the State of Utah, Grantor, does hereby convey 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 non-exclusive right-of-way and easement 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 right-of-way being situated in the County of Utah, 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:

Located in the NW1/4 of Section 2, Township 5 South, Range 1 West, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point located on the Southerly Right of Way line of 2700 North determined by HOLBROOK INDUSTRIAL SUBDIVISION according to the official plat thereof recorded November 10, 2020 as Entry No. 178173:2020 in the office of the Utah County Recorder, said point being along the Section line S00°03'14"W 52.42 feet and S89°56'46"E 95.47 feet from the Northwest Corner of Section 2, T5S, R1W, SLB&M; thence along said plat Easterly along the arc of a 330.00 feet radius non-tangent curve to the left (radius bears: N15°08'45"W) 49.18 feet through a central angle of 08°32'18" (chord: N70°35'06"E 49.13 feet) to the Westerly Right of Way of State Road 68; thence along said State Road the following two (2) courses: (1) S50°54'16"E 8.69 feet; thence (2) S12°01'39"E 15.39 feet; thence N85°43'58"W 56.45 feet to the point of beginning.

Contains: 569 square feet+/-

TO HAVE AND TO HOLD the same unto said Grantee, its successors and assigns, so long the 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 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, 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 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, without prior written consent of Grantee.
4. Grantor 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, 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 easement or any activities conducted thereon by Grantor, his/her/its agents, employees, invitees or as a result of Grantor's negligence.

Grantee, one time only, as requested for Grantor's future development, agrees to relocate the facilities, at Grantee's sole cost and expense, to a new location, in a right-of-way to be provided by Grantor, in a location reasonably acceptable to Grantee.

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.

IN WITNESS WHEREOF, Grantor has caused its corporate name and seal to be hereunto affixed this 16 day of June, 2021.

Darin E Haskell  
, Secretary

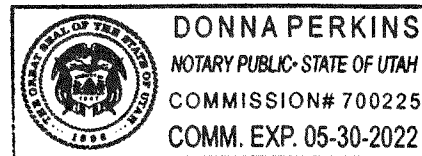
By: \_\_\_\_\_  
, President

(SEAL)

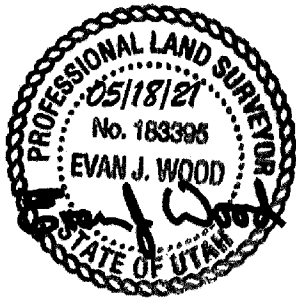
STATE OF UTAH )  
 ) ss.  
COUNTY OF Salt Lake

On the 16 day of June, 2021 personally appeared before me Darin E Haskell and \_\_\_\_\_ who, being duly sworn, did say that they are the Secretary and \_\_\_\_\_, respectively, of Ivory Innovations, and that the foregoing instrument was signed on behalf of said corporation by authority of a resolution of its Board of Directors or its Bylaws, and said he and \_\_\_\_\_ acknowledged to me that said corporation duly executed the same.

Donna Perkins  
Notary Public



**EXHIBIT "A"**



STATE ROAD 68  
REDWOOD ROAD

S50°54'16"E  
8.69

S12°01'39"E  
15.39

R=330.00  
 $\Delta=8^{\circ}32'18''$   
L=49.18  
CH=N70°35'06"E 49.13

10'

N85°43'58"W  
56.45

IVORY INNOVATIONS  
58:021:0427

PUBLIC HIGHWAY  
20017 NORTH

HOLBROOK INDUSTRIAL  
SUBDIVISION  
ENTRY NO. 178173:2020

POINT OF  
BEGINNING

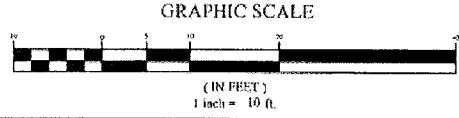
S89°56'46"W 95.47'  
(TIE)

NORTHWEST CORNER OF  
SECTION 35, T5S, R1W, SLB&M  
1990 UTAH COUNTY MONUMENT

S00°03'14"W 52.42'  
(TIE ALONG SECTION LINE)

BASIS OF BEARING: S89°51'40"W  
(SECTION LINE)  
MEASURED: 2,644.18'

NORTH 1/4 CORNER OF  
SECTION 3, T5S, R1W, SLB&M  
1959 UTAH COUNTY MONUMENT



**FOCUS**  
ENGINEERING AND SURVEYING, LLC  
6949 S. HIGH TECH DRIVE SUITE 200  
MIDVALE, UTAH 84047 PH: (801) 352-0075  
www.focusutah.com

**LEGAL DESCRIPTION EXHIBIT  
GAS EASEMENT**

Date Created	3/18/21
Scale	1"=10'
Drawn	BJE
Job	19-379
Sheet	