

WHEN RECORDED MAIL TO:

Questar Gas Company
P.O. Box 45360, Right-of-way
Salt Lake City, UT 84145-0360

ENT **108979**: 2021 PG 1 of 5
Andrea Allen
Utah County Recorder
2021 Jun 15 02:39 PM FEE 40.00 BY CS
RECORDED FOR Dominion Energy
ELECTRONICALLY RECORDED

Space above for County Recorder's use
PARCEL I.D.#47-383-0001

EASEMENT GRANT

DHIC - Northshore, LLC, a Delaware 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, an easement (the "Easement") to construct, lay, maintain, operate, repair, alter, inspect, protect, make connections to, remove and replace pipelines, valves, valve boxes and to install cathodic monitoring and mitigation facilities and other gas transmission and distribution facilities (hereinafter collectively called the "Facilities"), through and across the following described land and premises 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 (the "Easement Area"), to-wit:

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED N0°10'34"W ALONG THE SECTION LINE 1136.94 FEET AND WEST 1196.52 FEET FROM THE SOUTHEAST CORNER OF SECTION 24, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE S7°07'30"W 21.66 FEET; THENCE WEST 6.36 FEET; THENCE NORTH 11.49 FEET; THENCE WEST 126.96 FEET; THENCE N86°47'11"W 53.23 FEET; THENCE WEST 40.34 FEET; THENCE SOUTH 69.52 FEET; THENCE WEST 10.00 FEET; THENCE NORTH 69.52 FEET; THENCE WEST 482.78 FEET; THENCE SOUTH 158.53 FEET; THENCE S26°38'38"E 74.04 FEET; THENCE S63°21'22"W 16.00 FEET; THENCE N26°38'38"W 64.45 FEET; THENCE NORTH 61.59 FEET; THENCE WEST 60.75 FEET; THENCE N0°14'29"W 10.00 FEET; THENCE EAST 60.80 FEET; THENCE NORTH 458.65 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF A 62.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT (RADIUS BEARS: N17°54'47"E) 19.54 FEET THROUGH A

CENTRAL ANGLE OF 18°03'31" (CHORD: S81°06'58"E 19.46 FEET); THENCE N89°51'16"E 9.28 FEET; THENCE S0°06'49"W 5.00 FEET; THENCE S89°51'16"W 9.25 FEET; THENCE ALONG THE ARC OF A 67.00 FOOT RADIUS CURVE TO THE RIGHT 4.75 FEET THROUGH A CENTRAL ANGLE OF 4°02'37" (CHORD: N88°06'56"W 4.75 FEET); THENCE S0°00'56"E 16.18 FEET; THENCE WEST 4.50 FEET; THENCE SOUTH 213.08 FEET; THENCE EAST 18.50 FEET; THENCE SOUTH 16.00 FEET; THENCE WEST 18.50 FEET; THENCE SOUTH 92.86 FEET; THENCE EAST 485.47 FEET; THENCE NORTH 95.86 FEET; THENCE WEST 15.00 FEET; THENCE NORTH 16.00 FEET; THENCE EAST 15.00 FEET; THENCE NORTH 227.31 FEET; THENCE S89°51'16"W 4.00 FEET; THENCE N0°00'40"E 5.00 FEET; THENCE N89°51'16"E 73.00 FEET; THENCE SOUTH 5.00 FEET; THENCE S89°51'16"W 59.00 FEET; THENCE SOUTH 339.19 FEET; THENCE EAST 37.65 FEET; THENCE S86°46'08"E 53.23 FEET; THENCE EAST 136.00 FEET TO THE POINT OF BEGINNING.

ALSO INCLUDING THE FOLLOWING:

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED N0°10'34"W ALONG THE SECTION LINE 1344.85 FEET AND WEST 1432.67 FEET FROM THE SOUTHEAST CORNER OF SECTION 24, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE S89°59'52"W 485.47 FEET; THENCE NORTH 10.00 FEET; THENCE N89°59'52"E 485.47 FEET; THENCE SOUTH 10.00 FEET TO THE POINT OF BEGINNING.

CONTAINS: ±0.56 ACRES
±24,231 SQ. FT.

TO HAVE AND TO HOLD the same unto said Grantee, its successors and assigns, subject to all matters of record in the official public records of Utah County, Utah, so long as such Facilities shall be maintained, with the right of ingress and egress to and from said Easement Area to construct, lay, maintain, operate, repair, alter, inspect, protect, make connections to, remove and replace the same; provided, however, Grantee's access to Grantor's property shall only be over existing access roads or access roads that may exist from time to time, but not otherwise. During temporary periods, Grantee may use such portion of Grantor's property along and adjacent to said Easement Area as may be reasonably necessary in connection with construction, maintenance, repair, removal or replacement of the Facilities within the Easement Area. Grantor shall have the right to use the Easement Area 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. Following Grantee's construction, maintenance, repair, alteration, removal or replacement of the Facilities within the Easement Area, Grantee will restore the Easement Area, and any surrounding portion of Grantor's property that is affected by such activities, to its previous condition, except to the extent such previous condition violates the terms of this Easement.

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 Area, any building, retaining walls, rock walls, footings or improvement which impairs the maintenance or operation of the Facilities. Notwithstanding anything to the contrary herein, Grantor, with Grantee's prior written consent, which shall not be unreasonably withheld, conditioned, or delayed, shall have the right to construct and install (i) pavement, signage, and landscaping (except as prohibited or conditioned by paragraphs 2, and 4 below) within the Easement Area, and (ii) retaining walls and fencing within or along the boundary of the Easement Area, so long as the same do not unreasonably restrict Grantee's use of the Easement Area.

2. 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 Area, without prior written consent of Grantee, which consent shall not be unreasonably withheld, conditioned or delayed.

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

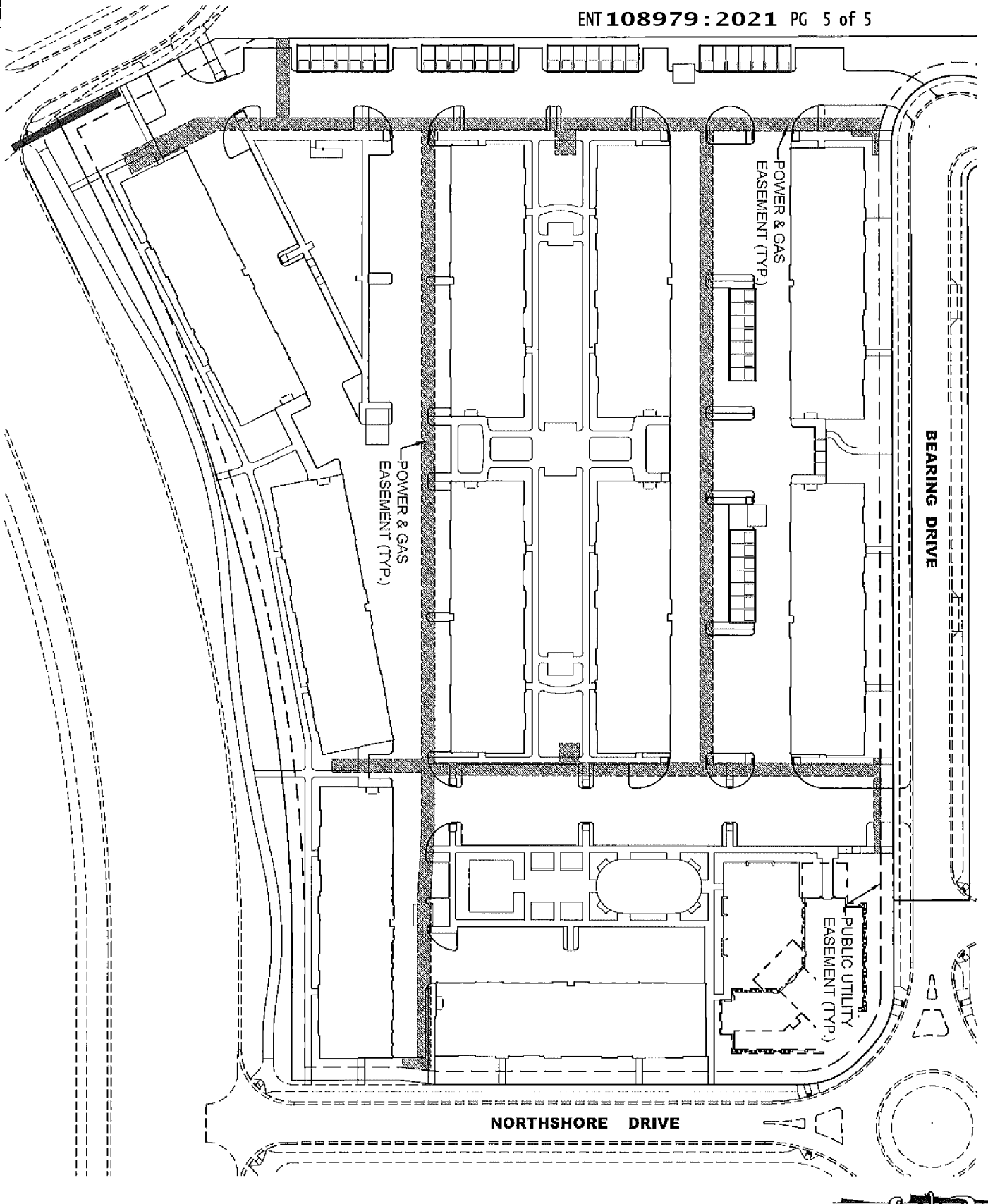
4. Grantee shall have the right to cut and remove timber, trees, brush, overhanging branches, landscaping and improvements or other obstructions of any kind and nature which may injure or interfere with Grantee's use, occupation or enjoyment of this Easement, without liability to Grantor, and without any obligation of restoration or compensation.

5. Grantor shall not materially change the contour of the surface within the Easement Area without prior written consent of Grantee, such consent not to be unreasonably withheld, conditioned, or delayed.

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.

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.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE



SHEET

1

LEI PROJECT #:
2019-0084

DRAWN BY:
KLM

SCALE:
1" = 100'

DATE:
01/26/2021

ASCEND @ NORTHSHORE
SARATOGA SPRINGS, UTAH

POWER & GAS EASEMENTS EXHIBIT



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PLANNERS