WHEN RECORDED MAIL TO: Questar Gas Company P.O. Box 45360, Right-of-way Salt Lake City, UT 84145-0360 ENT 134942: 2020 PG 1 of 3

Jeffery Smith

Utah County Recorder
2020 Sep 04 11:34 AM FEE 40.00 BY IP
RECORDED FOR Dominion Energy
ELECTRONICALLY RECORDED

Space above for County Recorder's use PARCEL I.D.# 59:013:0067

## RIGHT-OF-WAY AND EASEMENT GRANT

JD IV LLC, a Utah Limited Liability Company , "Grantor", does hereby convey and warrant to QUESTAR GAS COMPANY, a corporation of the State of Utah, 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 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:

A portion of the Southeast Quarter of Section 13 and the Northeast Quarter of Section 24, Township 6 South, Range 1 West, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point located N89°49′58″W along the Section Line 310.22 feet from the Southeast Corner of Section 13, Township 6 South, Range 1 West, Salt Lake Base and Meridian; thence N89°49′58″W along the Section Line 1061.22 feet; thence N0°16′42″E 22.93 feet; thence S89°59′52″E 1371.46 feet to the Section Line; thence S0°17′16″W along the Section Line 10.46 feet; thence N89°45′26″W 169.94 feet; thence along the arc of a 593.00 foot radius curve to the left 141.63 feet through a central angle of 13°41′05″ (chord: S83°24′02″W 141.30 feet) to the point of beginning.

Contains:  $\pm 0.68$  Acres ( $\pm 29,781$  Sq. Ft.)

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 day of _	June , 20,20
	JD IV LLC A Utah Limited Liability Company
By:\\Its,\W	anager
STATE OF Utah ) COUNTY OF Utah )	
On the day of Sune, 20  Sohn D, Had Feld  that he/she is a Manager of <u>ID IV LLC</u> , and that the fore behalf of said company by authority of its Articles of Or Agreement.	
NOTARY PUBLIC MARYLOU WAKAMATSU 696822 COMMISSION EXPIRES SEPTEMBER 7, 2021 STATE OF UTAH	emplon Wakamaten Notary Public