

WHEN RECORDED MAIL TO:
Dominion Energy
PO Box 45360, Right-of-Way
Salt Lake City, UT 84145-0360

13749570
8/19/2021 10:34:00 AM \$40.00
Book - 11224 Pg - 7637-7639
RASHELLE HOBBS
Recorder, Salt Lake County, UT
COTTONWOOD TITLE
BY: eCASH, DEPUTY - EF 3 P.

Parcel ID: 16-20-476-072 and 16-20-476-070

RIGHT-OF-WAY AND EASEMENT GRANT

Ivory Homes, Ltd, a Utah limited partnership, Grantor(s) of Utah County, State of Utah, do(es) 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 right-of-way and easement to lay, maintain, operate, repair, inspect, protect, remove and replace pipelines, valves, valve boxes and other gas transmission and distribution facilities (hereinafter collectively called "facilities") through and across the following-described land and situated in the County of Salt Lake, State of Utah, to wit:

The following description is to extend the drive access and private utility easement by 5 feet further to the West of the existing 20-foot drive access and private utility easement shown on the SUGARHOUSE HEIGHTS SUBDIVISION, Entry No. 13139964, Book 2019P, Page 332 on file and recorded in the Salt Lake County recorder's office on 12/5/2019

Beginning at the centerline monument at the intersection of Caton Way and Highland Drive; thence along the monument line N07°17'40"W 14.77 feet; thence S82°42'20"W 33.00 feet to the POB of the SUGARHOUSE HEIGHTS SUBDIVISION, Entry No. 13139964, Book 2019P, Page 332 on file and recorded in the Salt Lake County recorder's office on 12/5/2019; thence N89°59'47"W 120.16 feet; thence N00°00'13"E 9.92 feet; thence S89°50'32"E 4.48 feet to the POINT OF BEGINNING; thence N00°07'47"W 97.52 feet; thence N89°52'13"E 5.00 feet; thence S00°07'47"E 97.52 feet; thence S89°52'13"W 5.00 feet to the point of beginning.

TO HAVE AND TO HOLD the same unto said QUESTAR GAS COMPANY, dba 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 right-of-way to maintain, operate, repair, inspect, protect, remove and replace the same. This right-of-way and easement shall carry with it the right to use existing roads 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.

During the term of this grant and/or for any work by Grantee on the Lands, Grantee shall restore the Lands to the condition and quality prior to commencement of the work. Grantee will remove the topsoil from

the pipeline trench and will segregate said topsoil from the subsoil excavated from the Trench. After the pipeline has been installed, the topsoil shall be replaced to its original position relative to the subsoil. Grantee agrees to restore the surface drainage contour on the Lands existing prior to installation of said Facilities. Grantee also agrees to repair any damages Grantee causes to the Land, fences or Road(s) within the Land, and shall return the same to the same condition existing prior to the Grantee's use of the Land.

Grantee agrees to pay damages that may arise to crops or fences caused by the exercise of its rights under this Grant. Should any unresolved dispute arise as to such damages, it shall, at the written request of either party, be arbitrated and determined by disinterested arbitrators, one to be appointed by Grantors and one by Grantee within 20 days after such request. If the two so chosen are unable to agree within 90 days after appointment, then they shall, within 30 days after written request by either the Grantors or the Grantee, select a third arbitrator. If the two arbitrators cannot agree on a third arbitrator, either Grantors or Grantee may seek appointment of a third arbitrator by a federal district judge of the district in which the Lands lie. The decision of any two arbitrators so appointed shall be final.

Grantor(s) shall not build or construct, nor permit to be built or constructed, any building or other improvement over or across said right-of-way, nor change the contour thereof, without written consent of Grantee. 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 17th day of August, 2021.

Ivory Homes, Ltd, a Utah limited partnership

By: Value LC, a Utah limited liability company
Its: General Partner

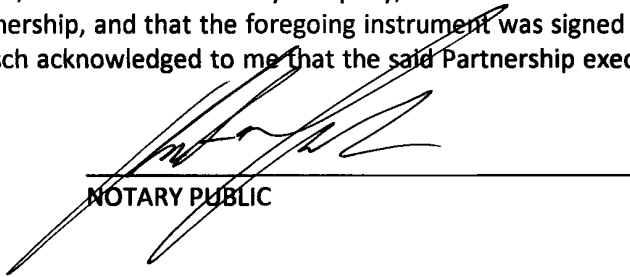


By: Ryan R. Tesch
Its: Secretary

STATE OF UTAH

COUNTY OF UTAH

On the 17th day of August, 2021, personally appeared before me Ryan R. Tesch, who being duly sworn did say that he is the Secretary of Value LC, a Utah limited liability company, which is the General Partner of Ivory Homes, Ltd, a Utah limited partnership, and that the foregoing instrument was signed in behalf of said Partnership, and said Ryan R. Tesch acknowledged to me that the said Partnership executed the same



NOTARY PUBLIC