

When Recorded, Mail To:
CW The Quinci QOZB, LLC
610 N. 800 W.
Centerville, UT 84014

14082386 B: 11406 P: 5136 Total Pages: 7
03/15/2023 12:58 PM By: kkennington Fees: \$40.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: COTTONWOOD TITLE INSURANCE AGENCY, INC.
1996 EAST 6400 SOUTH SUITE 120SALT LAKE CITY, UT 84121

Tax Parcel No.: 15103270010000

UTILITY EASEMENT

UTILITY EASEMENT (“**Easement**”) is made and entered into as of the 14 day of March, 2023, by and between CW The Quinci QOZB, LLC, a Utah limited liability company (“**Grantor**”) and QUESTAR GAS COMPANY, dba DOMINION ENERGY, a Utah corporation (“**Grantee**”). The Parties may be referred to herein collectively as “**Parties**” or, individually, each a “**Party**”.

RECITALS

A. Grantor is the fee simple owner of that certain parcel of real property located in Salt Lake County, State of Utah, as more particularly described on **Exhibit “A”** attached hereto and incorporated herein by this reference (“**Grantor Property**”).

B. Grantee provides natural gas utility services which will serve the Grantor Property.

C. The Parties desire to grant a permanent, non-exclusive utility easement over the portion of the Grantor Property, more particularly described on **Exhibit “B”** attached hereto and incorporated herein by this reference (“**Easement Area**”).

D. The Parties desire to enter into this Easement for the purpose of evidencing their respective rights and obligations in connection with the Easement Area.

NOW, THEREFORE, for and in consideration of ten and 00/100 dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby covenant and agree as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference.

2. Grant of Easement. Grantor hereby gives, grants, and conveys, unto Grantee, its successors and assigns, a permanent, utility easement over, on, upon, and across the Easement Area for the purpose hereinafter stated, subject to the terms, conditions, and limitations set forth herein.

3. Purpose of Easement. The Easement is granted for the purpose of establishing, installing, constructing, maintaining, enlarging, replacing, and repairing gas lines along with associated surface structures, if any, and other surface and sub-surface appurtenances as may be

deemed necessary for Grantee's intended use. Grantee shall have reasonable access to the Easement Area as necessary to carry out the purpose of this Easement, and shall be allowed to use temporary workspace adjacent to the Easement Area as reasonably necessary to accomplish the purposes of this Easement. Grantee shall be solely responsible for the maintenance of any improvements, structures, or equipment it constructs within the Easement Area.

4. Non-Exclusive Easement. Grantor expressly reserves and shall have the right to use the Easement Area in a manner that does not impair or harm the grant or use by Grantee. Grantor shall not construct any buildings, structures, or other permanent improvements, except for any roadway or parking lot, within the Easement Area, and any such improvements or encroachments may be subject to removal without compensation. Grantor shall not (a) change the contour within the Easement Area without prior written consent of Grantee, such consent not to be unreasonably withheld, conditioned or delayed; (b) plant deep-rooted trees, or vegetation that will damage Grantee's facilities within the Easement Area; or (c) place personal property within the Easement Area which unreasonably interferes with Grantee's access to the Easement Area or which impairs the safe operation and maintenance of Grantee's facilities.

5. Restoration. Upon completion of any repair or maintenance work contemplated by this Easement, Grantee agrees to promptly restore the surface to a condition equal or superior to that existing prior to any disturbance.

6. Abandonment; Termination. This Easement shall only be deemed abandoned or terminated upon lawful execution and recording of a written grant by Grantee conveying and abandoning or terminating this Easement.

7. Warranty of Title and Authority. The Grantor warrants that he has full right and lawful authority to make the grant contained herein, and promises and agrees to defend the Grantee in the exercise of its rights hereunder against any defect in Grantor's title to the Grantor Property subject to this Easement.

8. Amendment. This Easement may be modified or amended only upon the mutual written consent of the Parties, or the Parties' respected legal representatives, successors or assigns, and any such amendment shall become effective only upon the recording of the same in the Public Records of Salt Lake County, Utah.

9. Binding in Perpetuity. This Easement is irrevocable and shall bind the Grantor Property in perpetuity, and all of the benefits and burdens of this Easement shall inure to and be binding upon the respective legal representatives, heirs, executors, administrators, successors, and assigns of both the Grantor and Grantee.

10. Governing Law; Venue. The Parties acknowledge that this Easement was entered into in the State of Utah. This Easement shall be construed and governed in accordance with the laws of the State of Utah without giving effect to any choice of laws or rules thereof that may direct the application of laws of another jurisdiction. Venue for any legal action arising under this Easement shall be in the district court in Salt Lake County, Utah.

11. Paragraph Headings and Severability of Terms. The paragraph and subparagraph captions included herein are for reference only and shall not amend, modify or be used to interpret or construe the meaning or intent of the parties as to any of the terms and provisions hereof. If any provisions of this Easement or the application thereof shall be held to be invalid or unenforceable in a court of law, the remainder of this Easement shall otherwise remain valid and enforceable to the fullest extent permitted by law.

12. Attorney Fees. Both Parties expressly agree that each shall bear the cost of its own attorney fees, paralegal fees, and other professional fees, and costs incurred incidental thereto, for any action (including those incurred before or at trial or any re-hearing or appeal) arising out of or in connection with this Easement.

13. Enforcement. If either or both Parties fail to perform or breaches any obligation, requirement, duty or covenant contained herein, the other non-defaulting Party shall have the right, at its own option, in addition to any of its other rights, privileges or remedies otherwise stated elsewhere herein to bring an action for specific performance in a court of competent jurisdiction. The failure to enforce any other terms or provisions of this Easement, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation occurring prior to or subsequent thereto.

14. Entire Easement. This instrument constitutes the entire Easement between the Parties and supersedes all previous discussions, understandings, and Easements between the Parties relating to the subject matter of this Easement.


15. Effective Date. The Effective Date of this Easement shall mean the date listed on the signature page.

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Easement as of the Effective Date.

GRANTOR

CW The Quinci QOZB, LLC,
a Utah limited liability company

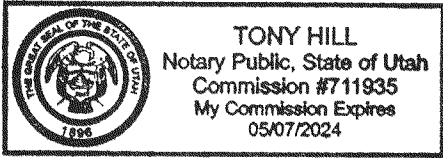
By: 
Name: Darlene Carter
Its: Manager

State of Utah)
 §
County of Davis)

On this 14 day of March, 2023, personally appeared before me Darlene Carter, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that she is the Manager of CW The Quinci QOZB, LLC, a Utah limited liability company and that said document was signed by her in behalf of said limited liability company by authority of its governing documents, and said Darlene Carter acknowledged to me that said limited liability company executed the same.

Witness my hand and official seal.


(Notary Signature)



(Seal)

[Remainder of page left intentionally blank. Additional pages follow.]

EXHIBIT "A"
GRANTOR PROPERTY

BEG N 1584 FT & W 50 FT FR THE SE COR OF SW 1/4 OF SEC 10, T1S, R1W, SLM; N 132 FT; W 610 FT; S 132 FT; E 610 FT TO BEG. ALSO BEG N 1452 FT & W 50 FT FR THE SE COR OF SW 1/4 OFSD SEC 10; N 132 FT; W 610 FT; S 132 FT; E 610 FT TO BEG. 10834-7158

Parcel Number: 15103270010000 (for reference purposes only)

[Remainder of page left intentionally blank. Exhibit "B" follows.]

EXHIBIT "B"
EASEMENT AREA

A GAS EASEMENT WITH VARYING WIDTHS BEING PART OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID PARCEL 15103270010000 WHICH LIES ON THE WESTERLY RIGHT OF WAY LINE OF REDWOOD ROAD, SAID POINT BEING N00°10'02"E 1455.63 FEET AND N89°49'58"W 41.76 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION 10 (SAID SOUTH QUARTER CORNER OF SECTION 10 BEING S00°10'02"W 5304.16 FEET FROM THE NORTH QUARTER CORNER OF SAID SECTION 10);

THENCE SOUTH 89°45'13" WEST 609.99 FEET; THENCE NORTH 00°03'08" WEST 25.00 FEET; THENCE NORTH 89°45'13" EAST 73.72 FEET; THENCE NORTH 00°03'08" WEST 101.39 FEET; THENCE WEST 43.52 FEET; THENCE NORTH 10.00 FEET; THENCE EAST 97.00 FEET; THENCE SOUTH 10.00 FEET; THENCE WEST 43.48 FEET; THENCE SOUTH 00°03'08" EAST 101.35 FEET; THENCE NORTH 89°45'13" EAST 118.00 FEET; THENCE NORTH 00°03'08" WEST 101.41 FEET; THENCE WEST 43.52 FEET; THENCE NORTH 10.00 FEET; THENCE EAST 160.23 FEET; THENCE SOUTH 10.00 FEET; THENCE WEST 106.71 FEET; THENCE SOUTH 00°03'08" EAST 101.36 FEET; THENCE NORTH 89°45'13" EAST 258.99 FEET; THENCE NORTH 00°03'08" WEST 100.68 FEET; THENCE WEST 104.84 FEET; THENCE NORTH 10.00 FEET; THENCE EAST 158.32 FEET; THENCE SOUTH 10.00 FEET; THENCE WEST 43.48 FEET; THENCE SOUTH 00°03'08" EAST 100.64 FEET; THENCE NORTH 89°45'13" EAST 59.48 FEET; THENCE NORTH 00°03'08" WEST 110.48 FEET; THENCE NORTH 89°56'52" EAST 46.23 FEET; THENCE SOUTH 00°03'08" EAST 10.00 FEET; THENCE SOUTH 89°56'52" WEST 36.23 FEET; THENCE SOUTH 00°03'08" EAST 100.45 FEET; THENCE NORTH 89°45'13" EAST 59.80 FEET; THENCE SOUTH 00°03'08" EAST 25.00 FEET TO THE POINT OF BEGINNING.

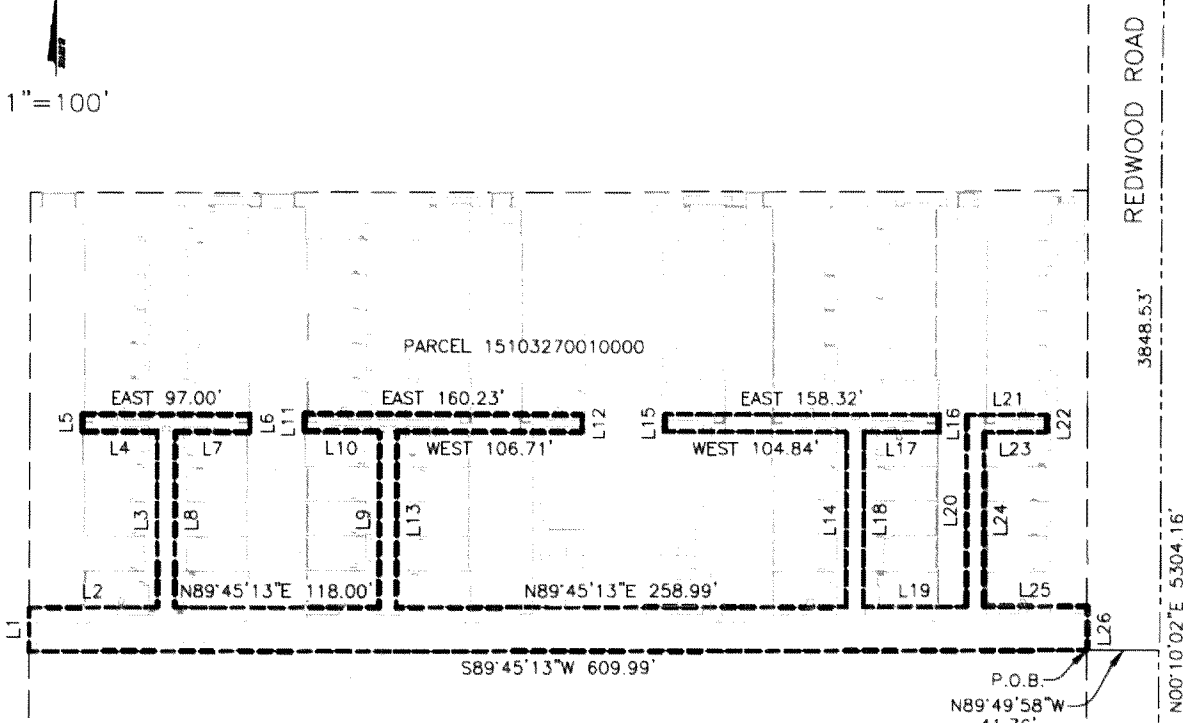
CONTAINING 23,906 SQUARE FEET OR 0.549 ACRES.

[Remainder of page left intentionally blank. Graphic depiction follows.]



1" = 100'

NORTH QUARTER
CORNER OF SECTION
10, TOWNSHIP 1
SOUTH, RANGE 1 WEST,
SALT LAKE BASE AND
MERIDIAN, U.S. SURVEY



LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	N00°03'08"W	25.00'	L14	N00°03'08"W	100.68'
L2	N89°45'13"E	73.72'	L15	N00°00'00"E	10.00'
L3	N00°03'08"W	101.39'	L16	S00°00'00"W	10.00'
L4	N90°00'00"W	43.52'	L17	N90°00'00"W	43.48'
L5	N00°00'00"E	10.00'	L18	S00°03'08"E	100.64'
L6	S00°00'00"W	10.00'	L19	N89°45'13"E	59.48'
L7	N90°00'00"W	43.48'	L20	N00°03'08"W	110.48'
L8	S00°03'08"E	101.35'	L21	N89°56'52"E	46.23'
L9	N00°03'08"W	101.41'	L22	S00°03'08"E	10.00'
L10	N90°00'00"W	43.52'	L23	S89°56'52"W	36.23'
L11	N00°00'00"E	10.00'	L24	S00°03'08"E	100.45'
L12	S00°00'00"W	10.00'	L25	N89°45'13"E	59.80'
L13	S00°03'08"E	101.36'	L26	S00°03'08"E	25.00'

P.O.B.
N89°49'58"W
41.76'

SOUTH QUARTER
CORNER OF SECTION
10, TOWNSHIP 1
SOUTH, RANGE 1 WEST,
SALT LAKE BASE AND
MERIDIAN, U.S. SURVEY