

WHEN RECORDED MAIL TO:

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

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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
2/19/2019 12:14:00 PM
FEE \$19.00 Pgs: 5
DEP eCASH REC'D FOR DOMINION ENERGY

Space above for County Recorder's use

PARCEL I.D.# 08-001-0025; 08-001-0082

NOTICE AND DEFINITION OF RIGHT-OF-WAY AND EASEMENT

A. Questar Gas Company dba Dominion Energy Utah (formerly known as Mountain Fuel Supply Company formerly known as Wasatch Gas Company) ("Grantee") is the owner of a Right of Way and Easement Grant dated February 26, 1929 and recorded March 9, 1929 as Entry No. 45185 Book H of Liens & Leases, etc., Page 567 (the "Easement").

B. The Easement is what is commonly referred to as a "blanket easement" because the width of the Easement is not specified and instead is limited only by what is reasonably necessary for use of the Easement.

C. America First Federal Credit Union ("Grantor") owns the fee title interest in and to that certain real property subject to the Easement (the "Burdened Property").

D. Grantor and Grantee desire to give notice and define the width and certain other terms of the Easement according to the terms herein.

Now therefore in consideration of the promises contained herein and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grantor and Grantee, their respective successors and assigns, as of the 28th day of December, 2018 ("Effective Date") hereby agree that the Easement shall encumber only those portions of the Burdened Property which are more particularly described and/or depicted as "Proposed Gas Easement Area" on Exhibit "A" attached hereto and incorporated herein (the "Easement Area").

2. Grantee shall have the right 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"), within the Easement. Additionally, Grantor and Grantee acknowledge and agree that the Easement grants Grantee the right of ingress and egress to and from the Easement to construct, lay, maintain, operate, repair, alter, inspect, protect, make connections to, remove and replace the Facilities. The Easement carries 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. Grantors 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.

Without limiting the generality of paragraphs 1 and 2, Grantor and Grantee do hereby acknowledge and agree that the Easement carries with it the covenants and rights as follows:

3. Grantors 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.

4. Grantors shall not change the contour within the right-of-way without prior written consent of Grantee.

5. Grantors 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.

6. Grantors shall not place personal property within the right-of-way that impairs the maintenance or operation of the Facilities.

7. Grantee, at its own expense, shall have the right but not the obligation 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 Grantors, and without any obligation of restoration or compensation to Grantors.

8. Grantee shall, within a reasonable period of time, repair any damage caused to Grantor's land resulting from the reconstruction, operation, repair, replacement, or maintenance of Grantee's Facilities as near as reasonably possible to its pre-construction condition.

This right-of-way shall be binding upon and inure to the benefit of the successors and assigns of Grantors 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.

[Signatures and Acknowledgements on the Following Page]

IN WITNESS WHEREOF, Grantor has executed this document as of the Effective Date written above.

GRANTOR:

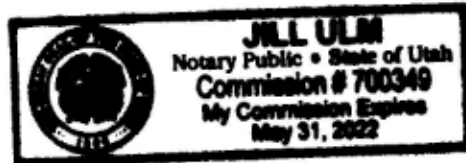
AMERICA FIRST FEDERAL CREDIT
UNION

By: Shari Cheney
Name: Shari Cheney
Its: Manager

STATE OF UTAH)
) ss.
COUNTY OF Weber)

On the 28 day of December, 2018, personally appeared before me Shari Cheney, the signer(s) of the foregoing instrument, who duly acknowledged to me that they executed the same.

Jill Ulm
Notary Public



IN WITNESS WHEREOF, Grantee has executed this document as of the Effective Date written above.

QUESTAR GAS COMPANY
DBA DOMINION ENERGY UTAH,
a Utah corporation

By: [Signature]
Print Name: BRADY K. NOWERS
Title: AUTHORIZED REPRESENTATIVE

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

Acknowledged before me on the 19 day of February, 2018^{gmc} by Brady K. Nowers, the Authorized Representative of Questar Gas Company dba Dominion Energy Utah, a Utah corporation.

[Signature]
Notary Public

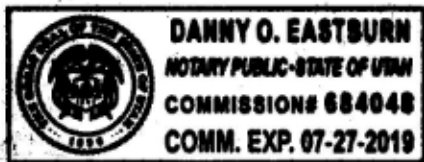


EXHIBIT A

LEGAL DESCRIPTION AND DEPICTION OF EASEMENT AREA

A parcel of land located in the Northwest Quarter of Section 3, Township 3 North, Range 1 West, Salt Lake Base and Meridian, Davis County, Utah, said parcel being more particularly described as follows:

Commencing at a point South 367.70 feet and S66°31'10"W 290.89 feet and S15°37'20"E 1,012.66 feet to the POINT OF BEGINNING, said point being the northwest corner of the Grantor's land, said point being coincident with a point in the easterly right-of-way of Deseret Drive as recorded as Entry No. 2234041 in Book 4194 at Page 514-515 in the Office of the Davis County Recorder and that of the Southwest Corner of the property defined as Boondocks-Final Plat as recorded as Entry No. 2446018 in Book 4765 at Page 2019 and running thence N65°53'22"E 22.52 feet along the northerly line of the Grantor's land to a point 15.00 feet easterly of the existing 10" gas line; thence running parallel to and 15.0 feet easterly of said 10" gas line the following five (5) courses and distances, (1) S21°24'01"E 119.59 feet; (2) S22°45'48"E 171.27 feet; (3) S22°28'52"E 150.41 feet; (4) S20°54'36"E 723.24 feet; (5) S21°25'16"E 99.28 feet to southerly line of the Grantor's land, said line being coincident with the northerly line of Lot 201 of Old Mill Village-Phase 2 as recorded as Entry No. 2235505 in Book 4198 at Page 1195; thence N88°06'40"W 43.77 feet along said southerly Grantor's land to the easterly right-of-way line of said Deseret Drive; thence N22°18'40"W 103.51 feet along said easterly right-of-way line to a point that is 42.00 feet westerly and parallel to the line that is 15.00 feet easterly of the existing 10" gas line; thence N20°54'36"W 701.41 feet; thence N22°42'38"W 56.84 feet; thence N22°20'22"W 93.02 feet; thence N22°45'48"W 74.49 feet; thence N21°22'04"W 46.65 feet to a point on the easterly right of way of said Deseret Drive; thence N15°37'00"W 170.34 feet along said easterly right-of-way to the POINT OF BEGINNING.

Containing 50,732 square feet or 1.165 acres, more or less