

WHEN RECORDED MAIL TO: Questar Gas Company P.O. Box 45360, Right-of-way Salt Lake City, UT 84145-0360 MJ2025726.41355.MHP.PLS.le;

E# 3188095 PG 1 OF 12 Leann H. Kilts, WEBER COUNTY RECORDER 04-Oct-21 1113 AM FEE \$40.00 DEP TN REC FOR: DOMINION ENERGY ELECTRONICALLY RECORDED

Space above for County Recorder's use PARCEL I.D.# 190160160

RIGHT-OF-WAY AND EASEMENT GRANT 41355

MHP #1 LLC. A Utah Limited Liability Company, "Grantor", does hereby convey and warrant to QUESTAR GAS COMPANY dba Dominion 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 (referred to in this Grant as the "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") as follows: 7.5 feet on each side of the centerlines shown on the attached plat, designated Exhibit "A", and by reference made a part of this Grant, which centerlines are within that certain development known as Wasatch View Estates Subdivision, in the vicinity of Pleasant View City, which development is more particularly described as:

Land of the Grantor located in the Southwest Quarter of Section 25, Township 7 North, Range 2 West, Salt Lake Base and Meridian;

PART OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY IN WEBER COUNTY, UTAH:

BEGINNING AT A POINT ON THE WEST LINE OF PARKLAND BUSINESS CENTER SUBDIVISION – PHASE 1 LOCATED 816.18 FEET SOUTH 89°18'48" WEST ALONG THE SECTION LINE; AND 278.27 FEET NORTH 0°33'24" EAST ALONG SAID WEST LINE OF THE SUBDIVISION FROM THE SOUTH QUARTER CORNER OF SAID SECTION 25; AND RUNNING THENCE NORTH 89°26'36" WEST 152.50 FEET; THENCE SOUTH 0°33'24" WEST 18.34 FEET; THENCE NORTH 89°26'36" WEST 116.83 FEET; THENCE

NORTH 0°33′24″ EAST 173.37 FEET; THENCE NORTH 89°26′36″ WEST 379.34 FEET TO THE EASTERLY LINE OF THE RAILROAD RIGHT-OF-WAY; THENCE NORTH 19°01′12″ WEST 785.32 FEET ALONG SAID RAILROAD RIGHT-OF-WAY LINE; THENCE NORTH 89°18′48″ EAST 912.02 FEET TO THE WEST LINE OF THE PARKLAND BUSINESS CENTER SUBDIVISION – PHASE 1; THENCE SOUTH 0°33′24″ WEST 914.74 FEET ALONG SAID WEST LINE OF THE SUBDIVISION TO THE POINT OF BEGINNING. CONTAINS 630.237 SQ.FT. OR 14.168 ACRES

ALSO:

ALL OF LOT 1 WASATCH VIEW ESTATES SUBDIVISION IN THE PLEASANT VIEW CITY, WEBER COUNTY, UTAH ACCORDING TO THE OFFICIAL PLAT THEROF.
CONTAINS 94,455 SQ.FT. OR 2.168 ACRES

ALSO:

PART OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY:

BEGINNING AT A POINT WHICH IS SOUTH 89°19' WEST 3446.0 FEET ALONG THE SECTION LINE AND NORTH 0°32' EAST 1193.00 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 25; RUNNING THEENCE NORTH 0°32' EAST 613.42 FEET; THENCE WEST 1150 FEET, MORE OR LESS TOE THE EAST LINE OF THE CENTRAL PACIFIC RAILROAD RIGHT-OF-WAY; THENCE SOUTH 19°01' EAST 650 FEET MORE OR LESS ALONG THE EAST LINE OF RAILROAD RIGHT-OF-WAY TO A POINT SOUTH 89°19' WEST OF THE PLACE OF BEGINNING; THENCE NORTH 89°19' EAST 913.93 FEET MORE OR LESS TO THE PLACE OF BEGINNING.

ALSO:

PART OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY:

BEGINNING SOUTH 89°19' WEST 3446.0 FEET AND NORTH 0°32' EAST 1806.42 FEET FROM THE SOUTHEAST CORNER OF SECTION 25, RUNNING THENCE NORTH 52.5 FEET; THENCE NORTH 13°21'39" EAST 100 FEET; THENCE SOUTH 89°42'30" WST 1096.60 FEET; THENCE NORTH 8°41"02" WEST 55.09 FEET; THENCE SOUTH 84°30'03" WEST 184.34 FEET, MORE O LESS, TO C.P.R.R. RIGHT-OF-WAY; THENCE SOUTH 19°01' EAST 189 FEET; THENCE EAST 1150 FEET TO THE POINT OF BEGINNING.

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 and easement 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 1 day of October 2021.	
	MHP #1 LLC By-
STATE OF UTAH)) ss. COUNTY OF WEBER)	
On the day of	, 20 2(personally appeared before me who, being duly sworn, did say and that the said company by authority of its Articles of
Victoria Stewart Notary Public Maricopa County, Arizona My Comm. Expires 10/26/21	Victoria Solvat Notary Public













