WHEN RECORDED MAIL TO: Questar Gas Company P.O. Box 45360, Right-of-way Salt Lake City, UT 84145-0360 ENT49639:2020 PG 1 of 3
Jeffery Smith
Utah County Recorder
2020 Apr 16 10:41 AM FEE 40.00 BY SW
RECORDED FOR Dominion Energy
ELECTRONICALLY RECORDED

Space above for County Recorder's use PARCEL I.D.# 59:013:0053

RIGHT-OF-WAY AND EASEMENT GRANT

ZENITH LAND PARTNERS LLC, a Delaware 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 West Half of Section 13, Township 6 South, Range 1 West, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point located N0°11′22″E along the Section Line 392.68 feet and East 1024.22 feet from the West 1/4 Corner of Section 13, Township 6 South, Range 1 West, Salt Lake Base and Meridian; thence southeasterly along the arc of a 2590.00 foot radius non-tangent curve to the left (radius bears: N66°44′26″E) 180.85 feet through a central angle of 4°00′03″ (chord: S25°15′35″E 180.81 feet); thence S15°42′33″E 316.86 feet; thence along the arc of a 1950.00 foot radius curve to the left 605.33 feet through a central angle of 17°47′09″ (chord: S24°36′08″E 602.90 feet); thence S59°15′27″W 30.03 feet; thence northwesterly along the arc of a 1980.00 foot radius non-tangent curve to the right (radius bears: N56°32′48″E) 613.20 feet through a central angle of 17°44′39″ (chord: N24°34′53″W 610.75 feet); thence N15°42′33″W 495.16 feet to the point of beginning.

Contains: ±0.69 Acres (±30,268 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 315	day of	March	_,20 <u>Z</u> p
	ZENITH LAND PARTNERS LLC A Delaware Limited Liability Company		
	By: Its, Mar	inled)	Shelow
STATE OF <u>Vfah</u>) ss. COUNTY OF <u>Salt Lake</u>) On the <u>31ST day of Mayela</u> that he/she is a Manager of ZENITH LAND PART	, 20_7	[₫] personally appe	eared before me
that he/she is a Manager of ZENITH LAND PART instrument was signed on behalf of said compar Organization or its Operating Agreement.	TNERS LL	wno, being duly C, and that the for nority of its Article	regoing es of
KEVIN J. MULVEY NOTARY PUBLIC • STATE OF UTAH My Commission Expires December 15, 2022 COMMISSION NUMBER 703664	L	Mul	Notary Public