

WHEN RECORDED MAIL TO:
Questar Gas Company
P.O. Box 45360, Right-of-way
Salt Lake City, UT 84145-0360
MJ0002029184;de

ENT 60563 : 2023 PG 1 of 6
ANDREA ALLEN
UTAH COUNTY RECORDER
2023 Sep 14 09:00 AM FEE 40.00 BY CS
RECORDED FOR Dominion Energy
ELECTRONICALLY RECORDED

Space above for County Recorder's use
PARCEL I.D.#66:312:0001

RIGHT-OF-WAY AND EASEMENT GRANT

GB SPANISH FORK , LLC, a Utah limited company, as to a fifty percent (50%) undivided interest ("GB"), and BOYER SPANISH FORK INDUSTRIAL, L.C., a Utah limited liability company, as to a fifty percent (50%) undivided interest ("Boyer"; and together with GB, collectively "Grantor") as tenants in common, does hereby grant to QUESTAR GAS COMPANY, a corporation of the State of Utah, dba Dominion Energy Utah ("**Grantee**"), its successors and assigns, for the sum of TEN DOLLARS (\$10.00) in hand paid and other good and valuable consideration, receipt of which is hereby acknowledged, a non-exclusive right-of-way and easement ("**Easement**") (5) feet in width to, at Grantee's sole cost and expense, construct, lay, maintain, operate, repair, alter, inspect, protect, make connections to, remove, and replace (below ground pipelines, valves, valve boxes and install cathodic monitoring and mitigation facilities and other gas transmission and distribution facilities (collectively, the "**Facilities**"), through and beneath the following described land and premises situated in the County of Utah, State of Utah, as shown on **Exhibit "A"** attached hereto and by this reference made a part hereof. The centerline of said Easement shall extend through and across the above-described land and premises as follows, to-wit:

A 5-FOOT-WIDE STRIP OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 8 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, UTAH COUNTY, UTAH, BEING 2.5 FEET ON EACH SIDE OF THE FOLLOWING CENTERLINE, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED SOUTH 00° 24' 16" EAST 67.49 FEET ALONG THE SECTION LINE AND SOUTH 89°47'00" WEST 60.64 FEET FROM THE NORTH QUARTER CORNER OF SAID SECTION 1, T.8S. R.2E. S.L.B.&M.,

THENCE SOUTH 00° 24' 16" EAST 1497.26 FEET TO A CURVE;
THENCE ALONG A 3863.56-FOOT-RADIUS CURVE TO THE LEFT, A DISTANCE OF 117.87 FEET, THROUGH A CENTRAL ANGLE OF 01° 44' 53" (CHORD BEARS SOUTH 01° 16' 42" EAST 117.86 FEET);
THENCE SOUTH 02° 09' 09" EAST 903.14 FEET TO POINT OF TERMINUS
CONTAINS 12591 SQUARE FEET OR 0.297 ACRES

TO HAVE AND TO HOLD the same unto said Grantee, its successors and assigns, in perpetuity, with the reasonable right of ingress and egress to and from said Easement to construct, lay, maintain, operate, repair, alter, inspect, protect, make connections to, remove, and replace the Facilities. This Easement shall carry with it the right to use any available access roads for the purpose of conducting the foregoing activities. During temporary periods, and upon thirty (30) days prior written notice, provided, no notice shall be required in the event of an emergency, Grantee may use such portion of the property along and adjacent to the Easement as may be reasonably necessary in connection with construction, maintenance, repair, removal or replacement of the Facilities; provided, any such use shall not unreasonably interfere with Grantor's operation of its property. Grantor reserves the right to use the Easement Area, including, without limitation, the parking areas, drive isles, sidewalks, and landscaping, and for any purposes that do not unreasonably interfere with the Facilities.

Without limiting the generality of the foregoing, Grantor(s) does hereby covenant, warrant and agree as follows:

1. Grantor shall not build or construct, nor permit to be built or constructed, over or across the Easement, any building, retaining walls, rock walls, footings or improvement (provided, however, that driveways, sidewalks, curb and gutters, and parking areas may be built or constructed over or across the Easement so long as the same do not include footings within the Easement) which impairs the maintenance or operation of the Facilities.

2. Grantor shall not change the contour within the Easement without prior written consent of Grantee.

3. Grantor shall not plant, or permit to be planted, any deep-rooted trees or vegetation whose roots would reasonably be expected to grow deeper than two (2) feet, within the Easement, without prior written consent of Grantee.

4. Grantor shall not place personal property within the Easement that unreasonably interferes with 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, except as provided in paragraph 6 below, without liability to Grantor, and without any obligation of restoration or compensation.

6. Grantee shall restore, repair and replace any damage to the Grantor's property to the extent arising out of Grantee's installation, construction, maintenance, repair, replacement, relocation or operation of the Facilities within the Easement including, without limitation, repairing and replacing all paved areas, curbs and landscaping to as near as reasonably practical the condition of such areas as existed prior to any work by Grantee; provided however that Grantee shall not be required to replace any improvement, structure, or vegetation, which materially adversely interferes with Grantee's rights in the Easement.

7. Grantor 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, Grantor's agents, employees, contractors, invitees or as a result of Grantor's negligence or willful misconduct.

8. The Easement is being granted to Grantee on an "as-is" "where-is" basis without any representation or warranty of any kind by Grantor.

This Easement shall be binding upon and inure to the benefit of the successors and assigns of Grantor and the successors and assigns of Grantee, and may be assigned in whole or in part by Grantee.

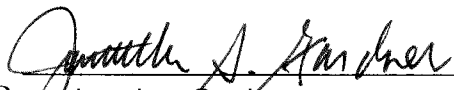
It is hereby understood that any parties securing this grant on behalf of Grantee are without authority to make any representations, covenants or agreements not herein expressed.

WITNESS the execution hereof this 29 day of August, 2023.

GB SPANISH FORK, LLC, a Utah limited liability company by its manager

Gardner Batt, LLC, a Utah limited liability company

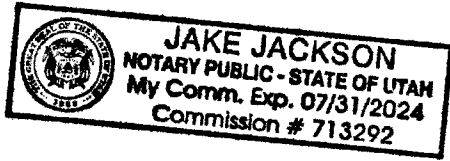
]


By Jonathan Gardner
Its Manager

STATE OF UTAH)
) ss.
COUNTY OF Salt Lake)

On the 29 day of August, 2023 personally appeared before me
Jonathan Gardner who, being duly sworn, did say

that he/she is a Manager of Gardner Batt, LLC, a Utah limited liability company the manager of GB Spanish Fork, LLC, a Utah limited liability company, and that the foregoing instrument was signed on behalf of said company by authority of its Articles of Organization or its Operating Agreement.



[Handwritten Signature]

Notary Public

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BOYER SPANISH FORK INDUSTRIAL, L.C.,
a Utah limited liability company, by its manager

The Boyer Company, L.C., a Utah limited liability
company

By
Its;

STATE OF UTAH)
) ss.
COUNTY OF _____)

On the ____ day of _____, 20__ personally appeared
before me

that he/she is a Manager of Gardner Batt, LLC, a Utah limited liability company the manager of GB Spanish Fork, LLC, a Utah limited liability company, and that the foregoing instrument was signed on behalf of said company by authority of its Articles of Organization or its Operating Agreement.

Notary Public

BOYER SPANISH FORK INDUSTRIAL, L.C.,
a Utah limited liability company, by its manager

The Boyer Company, L.C., a Utah limited liability
company




By _____
Its; Brian Gochnour
Manager

STATE OF UTAH)
COUNTY OF Salt Lake) ss.
)

On the 29 day of August, 2023 personally appeared
before me

Brian Gochnowe who, being duly sworn, did say that he/she is a Manager of The Boyer Company, a Utah limited liability company, a manager of Boyer Spanish Fork Industrial, L.C., a Utah limited liability company, and that the foregoing instrument was signed on behalf of said company by authority of its Articles of Organization or its Operating Agreement.


Notary Public

