WHEN RECORDED MAIL TO:

Questar Gas Company

P O Box 45360

Right-Of-Way

Salt Lake City UT 84145-0360

PARCEL #: 66:944:0108 & 70:044;0023

**RIGHT-OF-WAY AND EASEMENT GRANT**

Payson City, a municipal corporation of the State of Utah, with an address of 439 West Utah Avenue, Payson UT 84651 (“Grantor”), does hereby convey to QUESTAR GAS COMPANY dba Enbridge Gas Utah, a corporation of the State of Utah (“Grantee”), its successors and assigns, for the sum of Ten dollars ($10.00) in hand paid and other good and valuable considerations, receipt of which is hereby acknowledged, a non-exclusive right-of-way and easement (“Easement”) to construct, lay, maintain, operate, repair, alter, inspect, protect, make connection to, remove, replace and abandon in place (whether above or below ground) pipelines, valves, valve boxes and install cathodic monitoring and mitigation facilities and other gas transmission and distribution facilities (collectively, the "Facilities”), said Easement being situated in the County of Utah, State of Utah as shown on Exhibit A attached hereto and by this reference made a part hereof and more particularly described as follows, to wit:

SEE EXHIBIT A ATTACHED

TO HAVE AND TO HOLD the same unto said Grantee, its successors and assigns, in perpetuity, with the right of ingress and egress to and from said Easement to construct, lay, maintain, operate, repair, alter, inspect, protect, make connections to, remove, replace and abandon in place (whether above or below ground) the same. This Easement shall carry with it the right to use any available access road for the purpose of conducting the foregoing activities. During temporary periods, 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. Grantor shall have the right to use said premises except for the purposes for which this 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 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 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 any vegetation with roots that may damage the Facilities, within the Easement, without prior written consent of Grantee.
4. Grantor shall not place personal property within the Easement 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, without liability to Grantor, and without any obligation of restoration or compensation.
6. 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, invitees or as a result of Grantor’s negligence.

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.

IN WITNESS WHEREOF, Grantor has caused its corporate name and seal to be hereunto affixed this 3rd day of September, 2025.

PAYSON CITY CORPORATION

ATTEST: A municipal corporation of the State of Utah

Kim E. Holindrake, Payson City Recorder William R. Wright, Payson City Mayor

(SEAL)

STATE OF UTAH )

§

COUNTY OF UTAH )

On this 3rd day of September, 2025, personally appeared before me, William R. Wright, the signer of the foregoing instrument, 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 he is the Mayor of Payson City, a Utah municipal corporation, and that said document was signed by him on behalf of said Corporation, and who duly acknowledged to me that he executed the same.

Notary Public

**EXHIBIT A**

**10’ Wide Gas Line Easement**

BEGINNING AT A POINT WHICH IS S 89°12'41" W 1152.53 FEET AND NORTH 688.62 FEET FROM THE SOUTHEAST CORNER OF SECTION 20, TOWNSHIP 9 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; THENCE N 04°01'37" W 101.57 FEET; THENCE S 89°34'35" W 102.86 FEET; THENCE N 14°48'39" E 10.36 FEET; THENCE N 89°34'35" E 109.52 FEET; THENCE S 04°01'37" E 110.96 FEET; THENCE ALONG THE ARC OF A NON-TANGENT 60.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 10.01 FEET (CURVE HAVING A CENTRAL ANGLE 09°33'37” AND A LONG CHORD BEARS S85°58'23”W 10.00 FEET) TO THE POINT OF BEGINNING.

CONTAINING 0.05 ACRES OR 2,123 SF