WHEN RECORDED MAIL TO: Questar Gas Company P.O. Box 45360, Right-of-way Salt Lake City, UT 84145-0360 40956.STAN.PLS.cp; Entry #: 487884 06/10/2019 01:25 PM EASEMENT Page: 1 of 4 FEE: \$40.00 BY: QUESTAR GAS COMPANY

, Tooele County, Utah Recorder

Space above for County Recorder's use PARCEL I.D.# 05-034-0-0086

## **EASEMENT GRANT** 40956

STANSBURY RECREATION SERVICE AREA OF TOOELE COUNTY, a corporation of the State of Utah, Grantor, does hereby convey 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 non-exclusive 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"), said right-of-way being situated in the County of Tooele, State of Utah, and more particularly described as follows, towit:

Land of the Grantor located in Section 16, Township 2 South, Range 4 West, Salt Lake Base and Meridian;

A 20-FOOT-WIDE STRIP OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN, TOOELE COUNTY, UTAH, BEING 10 FEET ON EACH SIDE OF THE FOLLOWING CENTERLINE:

COMMENCING AT THE NORTH ¼ CORNER OF SECTION 16, T.2S. R.4W. S.L.B.&M., THENCE SOUTH 89° 42' 06" WEST 494.39 FEET ALONG THE SECTION LINE AND SOUTH 00° 17' 54" EAST 2161.52 FEET PERPENDICULAR TO SAID SECTION LINE TO A POINT ON THE GRANTOR'S EAST BOUNDARY AS DESCRIBED IN ENTRY 423241 IN THE OFFICE OF THE TOOELE COUNTY RECORDER, SAID POINT BEING THE TRUE POINT OF BEGINNING;

THENCE SOUTH 59° 45' 20" WEST 361.61 FEET;
THENCE SOUTH 30° 14' 40" EAST 267.02 FEET ALONG A LINE PARALLEL TO AND 10 FEET EAST OF THE GRANTOR'S WEST BOUNDARY TO THE GRANTOR'S SOUTH BOUNDARY.

CONTAINS 12,573 SQUARE FEET OR 0.2886 ACRES.

TO HAVE AND TO HOLD the same unto said Grantee, its successors and assigns, so long the 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 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 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 right-of-way, 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 right-of-way 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 right-of-way, without prior written consent of Grantee.
- 4. Grantor 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, 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, 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 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 affixed this 101/2 day of, 20, 20, 20	corporate name and seal to be hereunto
- <b>!</b>	
	0
By:	gary 1. Jenser
·	
STATE OF UTAH )	
COUNTY OF TOOELE ) ss.	
On the 10th day of June me Cary Jensen, and N	, 20 \q personally appeared before who, being
duly sworn, did say that they are the Ceneral managerespectively, of Stansbury Service Mercy,	en and 11/A
signed on behalf of said corporation by authority of a resorbylaws, and said Cary Jensen and	plution of its Board of Directors or its
me that said corporation duly executed the same.	N/A acknowledged to
	Notary Public
TRACEY L. SCHMIDTKE  Notary Public  State Of Utah  My Commission Expires November 21, 2022	, Trough Hone

