



ENT 39258:2018 PG 1 of 3
JEFFERY SMITH
UTAH COUNTY RECORDER
2018 Apr 27 2:03 pm FEE 14.00 BY CS
RECORDED FOR DOMINION ENERGY

WHEN RECORDED MAIL TO:

Questar Gas Company
P.O. Box 45360, Right-of-way
Salt Lake City, UT 84145-0360
40618.VIST.PLS..lc;

Space above for County Recorder's use

PARCEL I.D.# 23:001:0057
23:001:0051
23:001:0070
23:001:0015

RIGHT-OF-WAY AND EASEMENT GRANT

40618

Vista Heights Investments Lot 1, LLC, A Utah 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 20 feet in width 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:

Land of the Grantor located in Section 20, Township 7 South, Range 3 East, Salt Lake Base and Meridian;

the centerline of said right-of-way and easement shall extend through and across the above-described land and premises as follows, to-wit:

BEGINNING AT A POINT:

AN EASEMENT THROUGH A PARCEL LOCATED IN THE SOUTHEAST CORNER OF SECTION 20, T7S, R3E, SLB&M, UTAH COUNTY, UTAH. SAID EASEMENT IS MORE PARTICULARLY DESCRIBED AS FOLLOWS; BEGINNING AT A POINT ON THE GRANTORS EAST PROPERTY LINE, SAID POINT BEING N 00° 41' 57" WEST 1078.39 FEET AND NORTH 90° 00' 00" WEST 404.84 FEET FROM THE SOUTHEAST CORNER OF SECTION 20, T7S, R3E, SLB&M; THENCE S 65° 31' 04" WEST 967.88 FEET; THENCE N 70° 54' 01" WEST 45.74 FEET; THENCE N 22° 01' 50" WEST 532.74 FEET; TO THE POINT OF TERMINUS.

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.

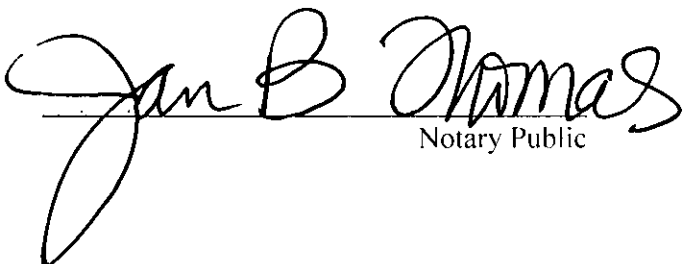
It is hereby understood that any parties securing this grant on behalf of Grantee are without authority to make any representations, covenants or agreements not herein expressed.

WITNESS the execution hereof this 4th day of April, 2018.

By- 

STATE OF UTAH)
COUNTY OF ~~UTAH~~ Davis) ss.

On the 4 day of April, 2018 personally appeared before me Tom Stuart who, being duly sworn, did say that he/she is a Manager of Vista Heights Investment Lot LLC 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

