3109280 BK 7071 PG 174

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

E 3109280 B 7071 P 174-179
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
08/06/2018 10:24 AM
FEE \$25.00 P9s: 6
DEP RTT REC'D FOR QUESTAR GAS COMP
ANY

Space above for County Recorder's use PARCEL I.D.# 08-085-0046 pt

RIGHT-OF-WAY AND EASEMENT GRANT

KRISTINA A. CLARK, JILL LÁFRANCE, JAMES D. CLARK, JAYNE CLARK, LEWIS D. CLARK, DOUGLAS A. CLARK, and ALEXANDRA MONK, as tenants in common, Grantors, do 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"), said right-of-way being situated in the County of Davis, State of Utah, and more particularly described as follows, to-wit:

An easement located in the Northeast Quarter of Section 36, Township 3 North, Range 1 West, Salt Lake Base and Meridian, Davis County, Utah, said easement being more particularly described as follows:

COMMENCING at the North Quarter corner of said Section 36; thence North 89°27'02" West 112.09 feet to a point on the Easterly line of the D&RGW Railroad Right-of-Way; thence South 10°42'52" East 2292.14 feet along said Railroad Right-of-Way line; thence North 70°46'00" East 268.92 feet to the POINT OF BEGINNING; thence North 10°37'11" West 20.23 feet along the Easterly line of an existing Dominion Energy Right-of-Way; thence North 70°46'00" East 177.75 feet to a point on the Westerly Right-of-Way line of Tippetts Lane (650 West); thence South 11°03'33" East 20.21 feet along said Westerly Right-of-Way line; thence South 70°46'00" West 177.91 feet to the POINT OF BEGINNING. (Easement contains 3,557 square feet or 0.082 acres)

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

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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. Grantors 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, Grantors do hereby covenant, warrant and agree as follows:

- 1. Grantors 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. Grantors shall not change the contour within the right-of-way without prior written consent of Grantee.
- 3. Grantors 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. Grantors 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 Grantors, and without any obligation of restoration or compensation.

This right-of-way shall be binding upon and inure to the benefit of the successors and assigns of Grantors 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.

Each person signing this Right-of-Way and Easement Grant warrants that the person has full legal capacity and authority to execute this document on behalf of the respective signatory and to bind such signatory.

WITNESS the execution hereof this 15th day of August, 2018.

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Kristina A. Clark
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By: Lewis D. Clark Stund MM
Attorney-in Fact for Kristina A. Clark
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By: Lewis D. Clark Sul Jul
'Attorney in Fact for Jill LaFrance
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Attorney-in Fact for Douglas A. Clark
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Alexandra Monk
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Dry Loving D. Clark
By: Lewis D. Clark
By: Lewis D. Clark Attorney-in Fact for Alexandra Monk

COUNTY OF DAVIS

On the day of the day of the day of that he is the Attorney-in fact for James D. Clark, and that the foregoing instrument was signed on behalf of James D. Clark pursuant to the Utah Real Estate Power of Attorney dated May 22, 2018.



NOTARY PUBLIC TAYLOR BURRELL 691900 COMMISSION EXPIRES OCTOBER 27, 2020 STATE OF UTAH

Notary Public



NOTARY PUBLIC TAYLOR BURRELL 691900 COMMISSION EXPIRES OCTOBER 27, 2020 STATE OF UTAH

Notary Public

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STATE OF	utol.)		
COUNTY OF) ss.)		
On the	2nd day of	August Clark	, 20 <u>/8</u> personally appeared	before me
that he is the A	ttorney-in fact fe	or Alexandra Mo	onk, and that the foregoing instru	ment was signed
on behalf of Al	exandra Monk p	oursuant to the U	tah Real Estate Power of Attorne	ey dated May 30,
2018.			An April 1985	177.
			They HE Tell	•
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Build Control