

WHEN RECORDED MAIL TO:  
Questar Gas Company  
P.O. Box 45360, Right-of-way  
Salt Lake City, UT 84145-0360  
MJ0002022467DE;

ENT 125431:2020 PG 1 of 4  
**Jeffery Smith**  
**Utah County Recorder**  
2020 Aug 21 12:50 PM FEE 40.00 BY MG  
RECORDED FOR Dominion Energy  
ELECTRONICALLY RECORDED

*Space above for County Recorder's use*  
PARCEL I.D.# 47:340:0001

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

UT ROW# 41163

VISTA HEIGHTS INVESTMENTS LOT 1, LLC, A Utah Limited Liability Company,  
"Grantor", does hereby convey and warrant to QUESTAR GAS COMPANY, 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 Southeast Quarter of 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:

A 20-FOOT-WIDE STRIP OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 7 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN, UTAH COUNTY, UTAH, BEING 10 FEET ON EACH SIDE OF THE FOLLOWING CENTER LINE:

BEGINNING AT A POINT LOCATED SOUTH 00° 41' 57" EAST 2070.06 FEET ALONG THE SECTION LINE AND WEST 1269.80 FEET FROM THE EAST QUARTER CORNER OF SAID SECTION 20, T.7S. R.3E. S.L.B.&M., SAID POINT BEING ON THE GRANTOR'S SOUTHEAST BOUNDARY;

THENCE NORTH 22° 02' 06" WEST 110.00 FEET.

CONTAINS 2198 SQUARE FEET OR 0.050 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 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.

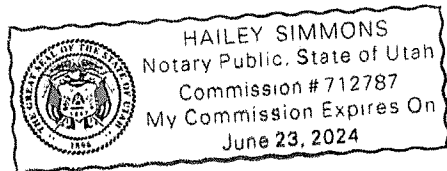
WITNESS the execution hereof this 17<sup>th</sup> day of August, 2020.

VISTA HEIGHTS INVESTMENTS LOT 1, LLC, A Utah Limited Liability Company

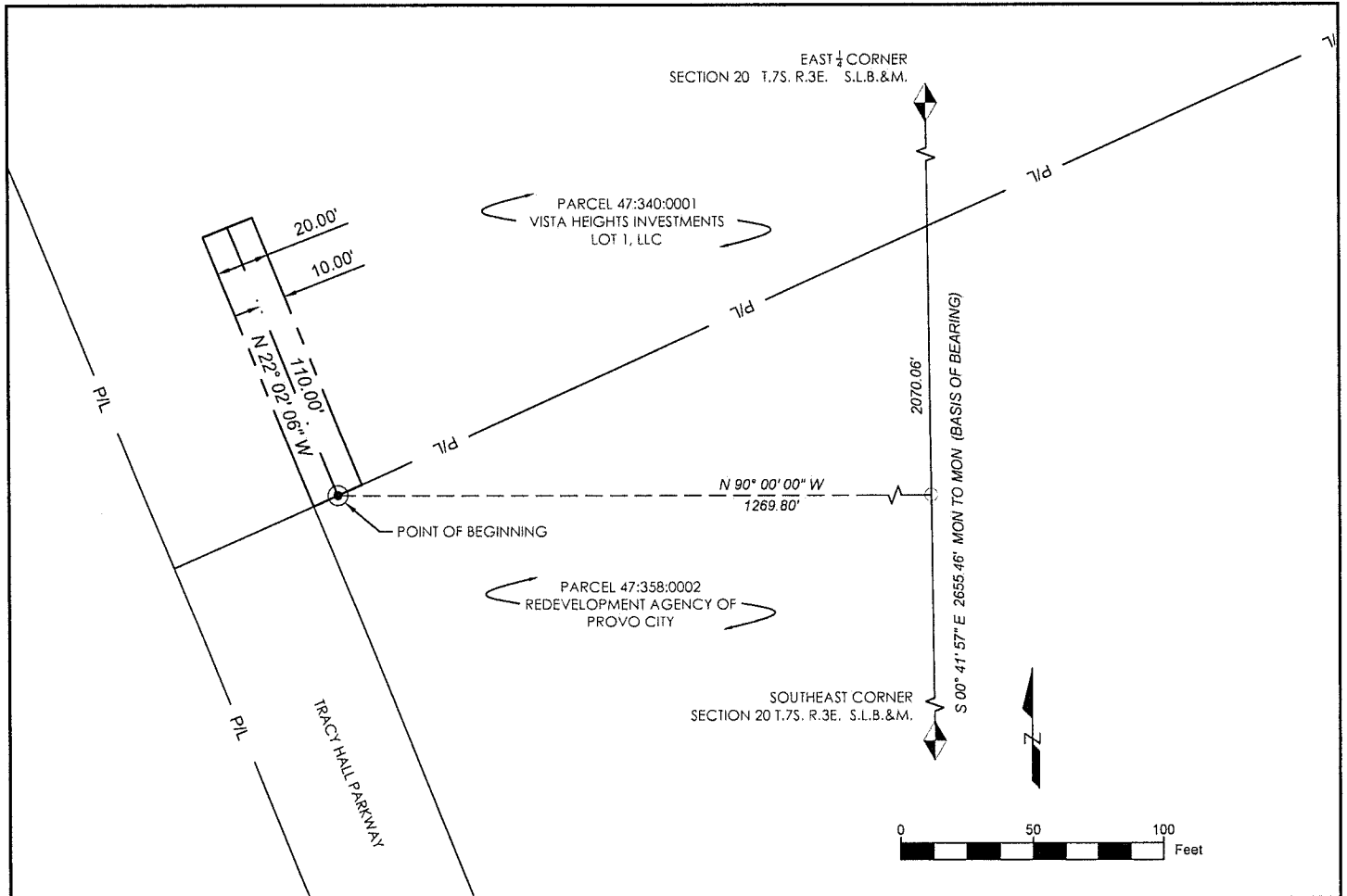
By-   
Thomas D. Stuart, Manager

STATE OF UTAH )  
 ) ss.  
COUNTY OF DAVIS )

On the 17<sup>th</sup> day of August, 2020 personally appeared before me Thomas D. Stuart who, being duly sworn, did say that he/she is a Manager of VISTA HEIGHTS INVESTMENTS LOT 1, 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



<b>SYMBOL LEGEND</b> ● POINT OF BEGINNING    ◊ SECTION CORNER ○ POINT OF INTERSECTION    ⊙ CENTER OF SECTION		<b>LINE LEGEND</b> - - - - - POINT OF BEGINNING TIE - - - - - FENCE LINE - - - - - DEU R.O.W. LINE - - - - - DEU R.O.W. CENTER LINE - - - - - HWY R.O.W. LINE - - - - - SECTION LINE - - - - - P/L - - - - - PROPERTY LINE	
--	--	--	--

DEU R.O.W. #: UT41163 MJ #:2022467  
 GRANTOR: VISTA HEIGHTS INV. LOT 1, LLC  
 DRAWN BY: C. OWEN  
 SURVEY DATE: 08-12-20

**Dominion Energy**  
 DOMINION ENERGY UTAH  
 1140 WEST 200 SOUTH  
 SALT LAKE CITY, UTAH 84104

PROPOSED DOMINION ENERGY UTAH  
 RIGHT-OF-WAY LOCATED IN  
 SECTION 20, T.7S., R.3E., S.L.B.&M.  
 UTAH COUNTY, UTAH

PAGE:  
 1  
 OF:  
 1