

WHEN RECORDED MAIL TO:

Dominion Energy Utah
P.O. Box 45360, Right-of-way
Salt Lake City, UT 84145-0360
MJ2011887.le;DE



ENT 89068:2018 PG 1 of 4
JEFFERY SMITH
UTAH COUNTY RECORDER
2018 Sep 18 8:37 am FEE 16.00 BY HF
RECORDED FOR DOMINION ENERGY UTAH

Space above for County Recorder's use

PARCEL I.D.# 40-470-0004

RIGHT-OF-WAY AND EASEMENT GRANT

ROW #40626

Lincoln Square Apartments, LLC, "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 (referred to in this Grant as the "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") as follows: Sixteen feet on each side of the centerlines shown on the attached plat, designated Exhibit "A", and by reference made a part of this Grant, which centerlines are within that certain development known as Lincoln Square Apartments, in the vicinity of 355 North Mill Road Vineyard, Utah, which development is more particularly described as:

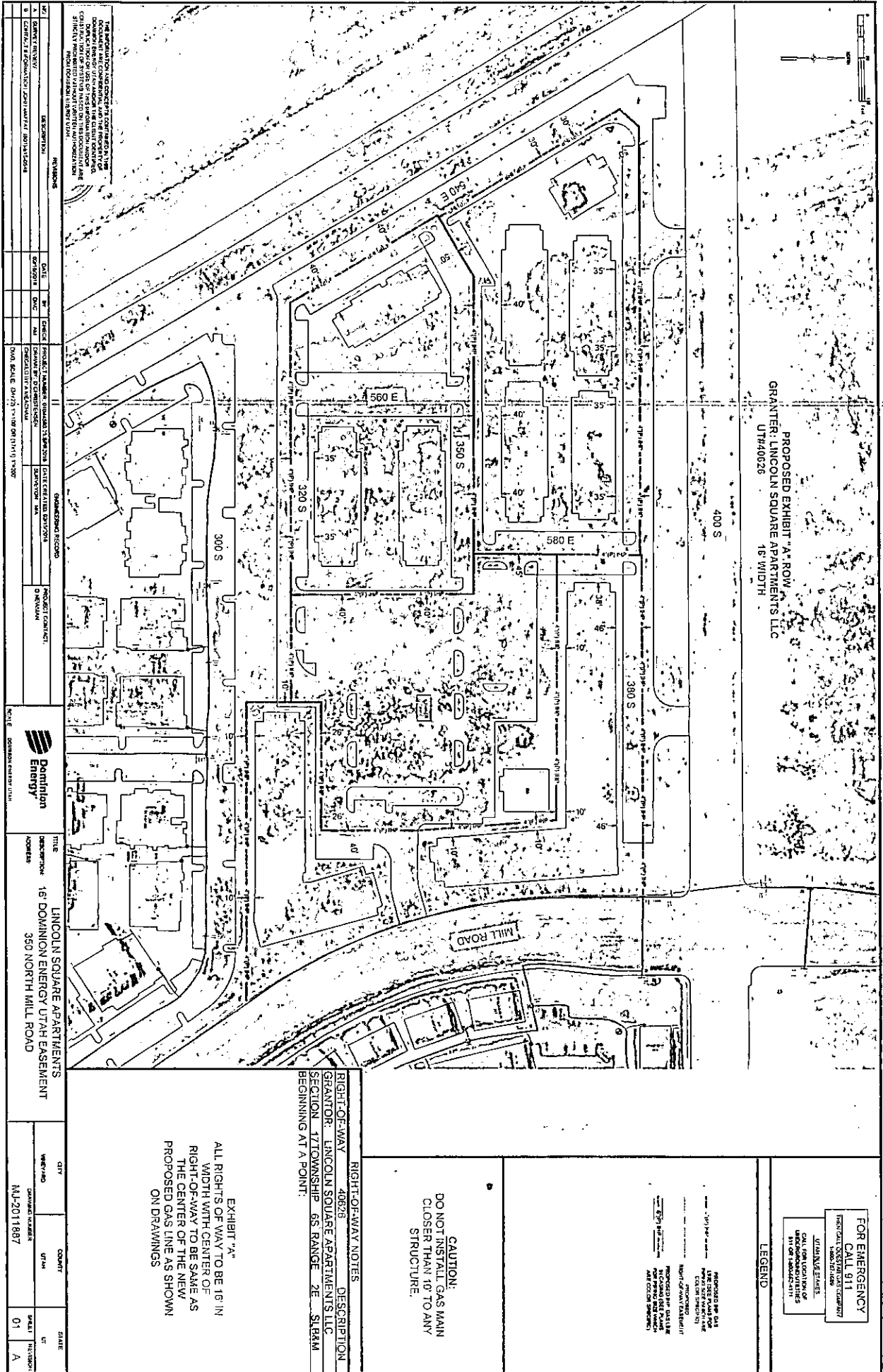
Land of the Grantor located in the Northwest Quarter of the Northeast Quarter of Section 17, Township 6 South, Range 2 East, Salt Lake Base and Meridian;

A portion of Lot 1, Geneva Park East – Phase Two, more particularly described as Commencing at a point located South 00°02'55" East along section line 52.75 feet and West 1451.14 feet from the Northeast Corner of Section 17, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence along the easterly boundary of Lot 1, Geneva Park East – Phase Two Subdivision the following three (3) calls: South 00°33'35" East 0.78 feet, North 89°26'17" East 12.01 feet, along an arc of a 15.00 foot radius tangent curve to the right 23.56 feet (chord bears South 45°33'41" East 21.21 feet) to the westerly right-of-way of Mill Road and easterly boundary of Lot 1, Geneva Park East - Phase Two Subdivision; thence along the westerly right of way of Mill Road and the easterly boundary of Lot 1, Geneva Park East –Phase Two Subdivision the following three (3) calls: South 00°33'46" East 159.05 feet, along an arc of a 799.00 foot radius tangent caurve to the left 466.86 feet (chord bears South 17°18'08" East 460.25 feet), South 34°02'40" East a distance of 37.41 feet to the Southeast Corner of Lot 1; thence North 89°59'49" West along the property line between Lot 1 and Lot 2 1020.20 feet to a point on the easterly right of way of the Union Pacific Railroad and westerly boundary line of Lot 1, Geneva Park East – Phase Two Subdivision; thence North 30°03'56" West along said right of way and westerly boundary line 731.57 feet; thence North 89°26'14" East 194.54 feet; thence along arc of a 48.00 foot radius non-tangent curve to the left 58.01 feet (chord bears North 89°26'03" East a distance of 54.54 feet); thence North 89°26'03" East a distance of 951.13 feet to the point of beginning.

TO HAVE AND TO HOLD the same unto said QUESTAR GAS COMPANY, 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.



PROPOSED EXHIBIT "A" ROW
 GRANTEE: LINCOLN SQUARE APARTMENTS LLC
 UTAH#40626

<p>THE INFORMATION AND CONTENTS OF THIS DRAWING ARE THE PROPERTY OF THE ENGINEER AND ARCHITECT. NO PART OF THIS DRAWING IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE ENGINEER AND ARCHITECT.</p>		
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LINCOLN SQUARE APARTMENTS
 16' DOMINION ENERGY UTAH EASEMENT
 350 NORTH MILL ROAD

CITY	COUNTY	STATE
DRAPER	UTAH	UT
PROJECT NUMBER	SHEET NUMBER	TOTAL SHEETS
ML-2011887	01	A

RIGHT-OF-WAY NOTES

RIGHT-OF-WAY 40626
 GRANTEE: LINCOLN SQUARE APARTMENTS LLC
 SECTION: 17 TOWNSHIP 6S RANGE 2E 3184M
 BEGINNING AT A POINT:

EXHIBIT "A"
 ALL RIGHTS OF WAY TO BE 16' IN WIDTH WITH CENTER OF RIGHT-OF-WAY TO BE SAME AS THE CENTER OF THE NEW PROPOSED GAS LINE AS SHOWN ON DRAWINGS

CAUTION:
 DO NOT INSTALL GAS MAIN CLOSER THAN 10' TO ANY STRUCTURE.

FOR EMERGENCY CALL 911
 PROJECT: LINCOLN SQUARE APARTMENTS
 1600 1218 888

LEGEND

PROPOSED BY GAS
 PER GAS SERVICE
 CONTRACT NUMBER
 CONTRACT DESCRIPTION
 CONTRACT DATE
 CONTRACT VALUE
 CONTRACT STATUS
 CONTRACT TYPE
 CONTRACT CATEGORY
 CONTRACT SUBCATEGORY
 CONTRACT LOCATION
 CONTRACT START DATE
 CONTRACT END DATE
 CONTRACT COMPLETION DATE
 CONTRACT CLOSURE DATE
 CONTRACT CLOSURE REASON
 CONTRACT CLOSURE STATUS
 CONTRACT CLOSURE DATE