

WHEN RECORDED MAIL TO:
Questar Gas Company
P.O. Box 45360, Right-of-way
Salt Lake City, UT 84145-0360
JordanBluffs1.le;

12991458
05/20/2019 11:38 AM \$40.00
Book - 10782 Pg - 5307-5310
RASHELLE HOBBS
RECORDER, SALT LAKE COUNTY, UTAH
QUESTAR GAS COMPANY
PO BOX 45360
SALT LAKE CITY UT 84145-0360
BY: NUA, DEPUTY - WI 4 P.

Space above for County Recorder's use
PARCEL I.D.# 21:35:231:009

RIGHT-OF-WAY AND EASEMENT GRANT
40947

JB1 HOLDINGS, 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 (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: Ten 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 JORDAN BLUFFS PHASE 1, in the vicinity of Midvale City, Salt Lake County, Utah, which development is more particularly described as:

Land of the Grantor located in the Northeast Quarter of Section 35, and the Southeast Quarter of Section 26, Township 2 South, Range 1 West, Salt Lake Base and Meridian;

All of Lot 1, JORDAN BLUFFS SUBDIVISION, according to the Official Plat thereof on file in the office of the Salt Lake County Recorder, more particularly described as follows:

Beginning at a point on the West line of Main Street, located S00°12'34"W along the Section line 1546.58 feet from the Northeast Corner of Section 35, Township 2 South, Range 1 West, Salt Lake Base and Meridian; thence S00°12'34"W along the West line of Main Street 555.63 feet; thence S87°46'28"W 182.08 feet; thence along the arc of a curve to the left with a radius of 535.00 feet a distance of 34.57 feet through a central angle of 03°42'10" Chord: S85°55'23"W 34.57 feet; thence S84°04'18"W 217.54 feet; thence along the arc of a curve to the right with a radius of 465.00 feet a distance of 30.05 feet through a central angle of 03°42'10" Chord: S85°55'23"W 30.05 feet; thence S87°46'28"W 875.91 feet; thence along the arc of a curve to the right with a radius of 17.50 feet a distance of 27.50 feet through a central angle of 90°02'17" Chord: N47°12'24"W 24.76 feet; thence N02°11'16"W 894.78 feet; thence along the arc of a

curve to the left with a radius of 841.00 feet a distance of 202.98 feet through a central angle of 13°49'42" Chord: N09°06'07"W 202.48 feet; thence N16°00'58"W 253.77 feet; thence along the arc of a curve to the right with a radius of 759.00 feet a distance of 399.90 feet through a central angle of 30°11'16" Chord: N00°55'19"W 395.29 feet; thence N14°10'19"E 165.04 feet; thence along the arc of a curve to the left with a radius of 846.00 feet a distance of 271.58 feet through a central angle of 18°23'35" Chord: N04°58'31"E 270.42 feet; thence N04°13'16"W 170.59 feet; thence N40°23'21"E 42.72 feet to the South line of 7800 South Street; thence N84°59'59"E along the South line of 7800 South Street 301.21 feet; thence S00°17'44"E 412.35 feet; thence N89°51'10"E 152.07 feet; thence S00°22'38"E 153.75 feet; thence S89°51'10"W 67.00 feet; thence S00°22'38"E 145.00 feet; thence N89°51'10"E 13.37 feet; thence S00°39'00"E 178.80 feet; thence N89°40'06"E 234.95 feet to the West line of Holden Street; thence S00°22'30"E along the West line of Holden Street 562.48 feet; thence S87°09'51"W 61.15 feet; thence S01°34'34"E 118.60 feet; thence S44°57'24"E 294.72 feet; thence S89°39'38"E 628.13 feet to the point of beginning.

Contains: 40.46 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 and easement 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 20th day of May, 2019.

JB1 HOLDINGS, LLC

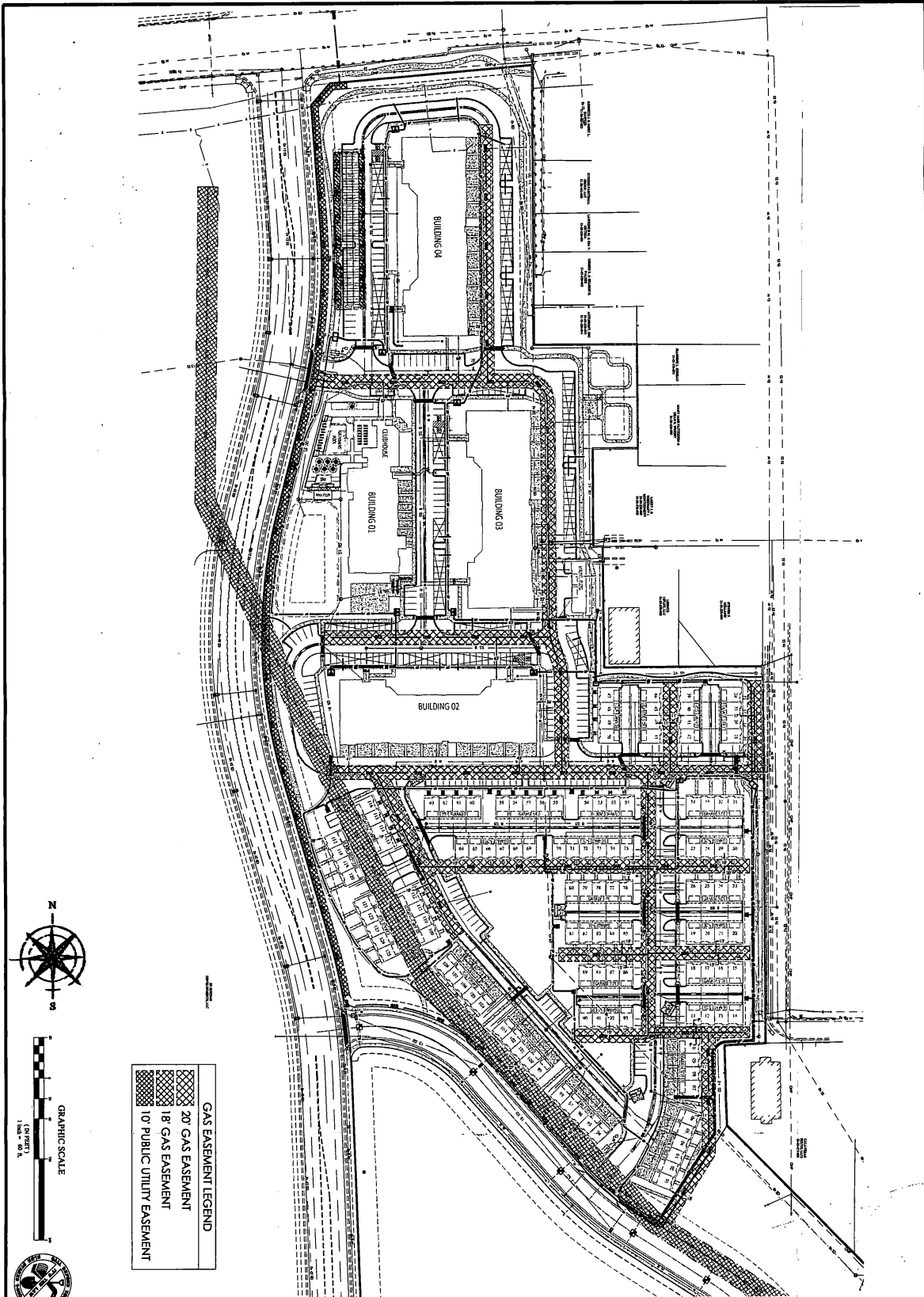
By- JEFF NEILSON
JEFF NEILSON, Manager

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On the 20th day of MAY, 2019 personally appeared before me JEFF NEILSON who, being duly sworn, did say that he/she is a Manager of JB1 HOLDINGS, LLC, and that the foregoing instrument was signed on behalf of said company by authority of its Articles of Organization or its Operating Agreement.



Chris S. Baling
Notary Public



GAS EASEMENT LEGEND

	20' GAS EASEMENT
	18' GAS EASEMENT
	10' PUBLIC UTILITY EASEMENT



POWER & GAS EXHIBIT

REVISION BLOCK		
#	DATE	DESCRIPTION
1		
2		
3		
4		
5		
6		
7		
8		

JORDAN BLUFFS PHASE 1

Midvale City, Salt Lake County, Utah

POWER & GAS EXHIBIT

FOCUS
 ENGINEERING AND SURVEYING, LLC
 32 WEST CENTER STREET
 MIDVALE, UTAH 84047 PH: (801) 552-0075
 www.focusneb.com

CL:\2017\17-02 Jordan Bluffs Apartments Phase 1\dwg\17-02\gas\17-02 Electrical EXHIBIT.dwg