WHEN RECORDED MAIL TO: Questar Gas Company P.O. Box 45360, Right-of-way Salt Lake City, UT 84145-0360 0002017460.ic:DE ENT 90588:2019 PG 1 of 7
Jeffery Smith
Utah County Recorder
2019 Sep 13 02:36 PM FEE 40.00 BY MG
RECORDED FOR Vanguard Title Insurance Agency, LLC
ELECTRONICALLY RECORDED

Space above for County Recorder's use PARCEL I.D.# 45-678-0001

RIGHT-OF-WAY AND EASEMENT GRANT ROW# 40948

ROLLERMILLS APARTMENTS, LLC, A Utah Limited Liability Company, an undivided 50.00% interest as tenant-in-common and VINEYARD 87 APRATMENTS, LLC, A Utah Limited Liability Company, an undivided 50.00% interest as tenant-in-common, "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 centerline right-of-way and easement 8.00 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 15, Township 5 South, Range 1 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:

AN 8-FOOT-WIDE STRIP OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, UTAH COUNTY, UTAH, BEING 4 FEET ON EACH SIDE OF THE FOLLOWING CENTERLINE, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED SOUTH 00° 22' 32" WEST 2191.10 FEET AND EAST 331.79 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 5, T.5S. R.1E. S.L.B.&M., SAID POINT BEING ON THE EAST LINE OF A PUBLIC UTILITY EASEMENT PLATTED IN LEHI TECH SUBDIVISION, ENTRY 16603:2019, MAP NUMBER 16462, AS FILED IN THE OFFICE OF THE UTAH COUNTY RECORDER;

THENCE SOUTH 85° 40' 55" EAST 205.20 FEET ALONG A LINE PARALLEL WITH AND 4 FEET SOUTH OF THE GRANTOR'S NORTH BOUNDARY; THENCE SOUTH 8° 01' 40" WEST 354.89 FEET ALONG A LINE PARALLEL WITH AND 4 FEET WEST OF THE GRANTOR'S EAST BOUNDARY TO THE NORTH LINE OF A PUBLIC UTILITY EASEMENT.

CONTAINS 4,481 SQUARE FEET OR 0.103 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 day of July, 2019.

ROLLERMILLS APARTMENT, LLC

By
MARK HAMPTON, Manager

VINEYARD 87 APARTMENTS, LLC

PETER EVANS, Manager

KEVIN GARN, Manager

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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 <u>13th</u> day of <u>Supkuber</u>, 20<u>19</u>.

ROLLERMILLS APARTMENT, LLC

By-______MARK HAMPTON, Manager

By-____KEVIN GARN, Manager

VINEYARD 87 APARTMENTS, LLC

By-_____ PETER EVANS, Manager

STATE OF UTAH)	
COUNTY OF Salf Lake) ss.	
its Operating Agreement. NOTARY PUBLIC	, 20 19 personally appeared before me who, being duly sworn, did say and that the foregoing by authority of its Articles of Organization or
JUSTIN JOHN COMM. # 701351 COMMISSION EXPIRE JULY 17, 2022 STATE OF UTAH	Notary Public
STATE OF UTAH)) ss. COUNTY OF)	Trottaly F doller
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instrument was signed on behalf of said compits Operating Agreement.	, and that the foregoing any by authority of its Articles of Organization or
STATE OF UTAH)) ss. COUNTY OF Salt Lake)	Notary Public
On the day of	who, being duly sworn, did say The Apartments, LLC, and that the foregoing any by authority of its Articles of Organization or
NOTARY PUBLIC JUSTIN JOHN COMM. # 701351 COMMISSION EXPIRES JULY 17, 2022 STATE OF LITCH	Notary Public

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COUNTY OF Davis)	S.
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EMILEE EMETT Notary Public, State of U Commission #704927 My Commission Expires March 01, 2023	
STATE OF UTAH	Notary Public
COUNTY OF)	S
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	Notary Public

