WHEN RECORDED MAIL TO: Questar Gas Company P.O. Box 45360, Right-of-way Salt Lake City, UT 84145-0360 0002017460.lc:DE ENT 147836: 2020 PG 1 of 6

Jeffery Smith

Utah County Recorder
2020 Sep 25 04:03 PM FEE 40.00 BY LT

RECORDED FOR Dominion Energy
ELECTRONICALLY RECORDED

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

RIGHT-OF-WAY AND EASEMENT GRANT ROW# 41179

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 20.00 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:

A 20-FOOT-WIDE STRIP OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 16 AND NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, UTAH COUNTY, UTAH, BEING 10 FEET ON EACH SIDE OF THE FOLLOWING CENTERLINE:
BEGINNING AT A POINT LOCATED SOUTH 00° 22' 32" WEST 2084.81 FEET ALONG THE SECTION LINE AND WEST 229.19 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 15, T.5S. R.1E. S.L.B.&M, SAID POINT BEING ON THE WEST BOUNDARY OF LEHI TECH SUBDIVISION PLAT "A" AS RECORDED IN ENTRY 16603:2019 IN THE OFFICE OF THE UTAH COUNTY RECORDER; THENCE ALONG AN EXISTING BURIED NATURAL GAS LINE THE FOLLOWING 6 CALLS:

- 1. SOUTH 82° 01' 00" EAST 199.19 FEET;
- 2. SOUTH 71° 03' 07" EAST 161.28 FEET;
- 3. SOUTH 10° 18' 31" WEST 95.63 FEET;
- 4. SOUTH 09° 05' 17" EAST 57.84 FEET;
- 5. SOUTH 19° 48' 18" EAST 81.90 FEET;
- 6. SOUTH 42° 32' 46" EAST 52.76 FEET TO THE SOUTH BOUNDARY OF SAID SUBDIVISION.

CONTAINS 12,972 SQUARE FEET OR 0.298 ACRES.

THE BASIS OF BEARING IS NORTH 0° 07' 23" EAST 5296.54 FEET BETWEEN THE NORTHWEST CORNER AND SOUTHWEST CORNER OF SECTION 15, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN.

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.

ENT 147836:2020 PG 3 of 6

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 ________, 20_20

ROLLERMIULS APARTMENT, LLC

MARK HAMPTON, Manager

By-____KEVIN GARN, Manager

VINEYARD 87 APARTMENTS, LLC

PETER EVANS, Manager

STATE OF UT	'AH)		
COUNTY OF	Utah) ss.)		
Organization	day of	gned on behalf of g Agreement. FUTAH 1789	, 20 <u>20</u> personally a who, being Apartmuts , LLC of said company by authori	ty of its Articles of
			- JC 80	Notary Public
STATE OF UTA)) ss.)		
Kevin (.			, 20 <u>20</u> personally a who, being of apurtments, LLC,	duly sworn, did say
foregoing inst	rument was sig	ned on behalf c	of said company by authori	
Organization (or its Operating	Agreement.		
	GABRIELLE Notary Public, St Commission #	ate of Utah } 691579	Mahyille K	gn-
	My Commission October 28		·	Notary Public

ENT 147836:2020 PG 5 of 6

STATE OF UT	АН)				
COUNTY OF	Utah) ss.)				
foregoing inst	a Manager of _	Sepkmber Vineyard 8 gned on behalf of g Agreement.	1 Anarth	nents c	<u> </u>	that the
	SKYE MUHLE NOTARY PUBLIC - STATE COMMISSION# 7 COMM. EXP. 04-3	11789		Slegt 1	MINLA	Notary Public

