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WHEN RECORDED MAIL TO: Questar Gas Company P.O. Box 45360, Right-of-way Salt Lake City, UT 84145-0360 13338489
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RASHELLE HOBBS
RECORDER, SALT LAKE COUNTY, UTAH
QUESTAR GAS COMPANY
PO BOX 45360 ROW
SLC UT 84145
BY: DSA, DEPUTY - WI 4 P.

Space above for County Recorder's use PARCEL I.D.#21314540010000 21313850010000

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

THE BOARD OF EDUCATION OF JORDAN SCHOOL DISTRICT, "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' 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 Salt Lake, State of Utah, as shown on Exhibit "A" attached hereto and by this reference made a part hereof and more particularly described as follows, to-wit:

BEGINNING AT A POINT ON THE WEST LINE OF LOT 317 OF THE JORDAN INDUSTRIAL CENTER PHASE 3 SUBDIVISION, SAID POINT IS ALSO 826.01 FEET ALONG THE QUARTER SECTION LINE NORTH 00°19'04" EAST AND 195.48 FEET EAST FROM THE SOUTH QUARTER CORNER OF SECTION 31 T2S, R1W, SLB&M:

THENCE ALONG SAID WEST LINE OF THE JORDAN INDUSTRIAL CENTER PHASE 3 SUBDIVISION FOR FOLLOWING (9) COURSES:

SOUTH 00°02'37" WEST 10.28 FEET TO A POINT OF ANGLE IN SAID SUBDIVISION BOUNDARY (POINT IS ALSO ON THE NORTH LINE OF 8480 SOUTH);

THENCE ALONG SAID WEST SUBDIVISION BOUNDARY SOUTH 20°02'12" EAST 10.45 FEET; THENCE NORTH 88°29'20" WEST 95.64 FEET; THENCE NORTH 20°46'21" WEST 138.13 FEET;

THENCE SOUTH 69°12'32" WEST 187.62 FEET;
THENCE NORTH 20°27'28" WEST 20.00 FEET;
THENCE NORTH 69°12'42" EAST 207.63 FEET;
THENCE SOUTH 20°46'13" EAST 144.71 FEET;
THENCE SOUTH 88°29'23" EAST 78.11 FEET TO THE POINT OF BEGINNING.

## CONTAINS 8,500 SQUARE FEET / 0.195 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.

