WHEN RECORDED MAIL TO: Questar Gas Company P.O. Box 45360, Right-of-Way Salt Lake City, UT 84145-0360 MJ 2012064.lc; YJ 12604177
08/25/2017 03:27 PM \$18.00
800k - 10592 Ps - 2936-2940
ADAM GARDINER
RECORDER, SALT LAKE COUNTY, UTAN
QUESTAR GAS COMPANY
PO BOX 45360
SLC UT 84145-0360
BY: DKP, DEPUTY - WI 5 P.

Space above for County Recorder's use PARCEL I.D.# 21-02-426-003

RIGHT-OF-WAY AND EASEMENT GRANT UT# 40510

MONTE VISTA (MHC), 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 Monte Vista Manufactured Homes Community, in the vicinity of 4595 South Monte Vista Dr., Salt Lake City, which development is more particularly described as:

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

Beginning at a point which lies North 00°02'30" West 1470.914 feet and South 89°57'30" West 222.88 feet from the Southeast corner of Section 2, Township 2 South, Range 1 West, Salt Lake Base and Meridian, said Southeast corner being North 00°18'43" West 10.00 feet from a witness corner monument and running thence South 75°38'12" East 152.58 feet; thence South 82°02'32" East 37.10 feet; thence North 89°52'03" East 88.91 feet; thence South 00°04'00" West 319.37 feet; thence South 48°04'00" West 244.83 feet to the Northerly line of Brammerton Drive, also known as Sunstone Road, said point being on a 360.00 foot radius curve to the left, center point bears South 39°06'59" West; thence along said curve 149.73 feet, having an included angle of 23°49'48", to a point of tangency; thence North 74°42'49" West 521.09 feet, to a 430.00 foot radius curve to the right; thence along said curve 236.40 feet, having an included angle of 31°30'00"; thence North 43°12'48" West 74.04 feet to a 25.00 foot radius curve to the right; thence along said curve 34.06 feet, having an included angle of 78°03'47", to a point on a 583.00 foot radius curve to the left, and the Westerly line of Atherton Drive, center point bears North 55°09'02" West; thence along said

curve and Westerly line 482.26 feet, having an included angle of 47°23'43", to a 517.00 foot radius, reverse curve to the right; thence along said curve 246.34 feet, having an included angle of 27°18'00", to a 583.00 foot radius curve to the left; thence along said curve 256.26 feet, having an included angle of 25°11'03", to the Southerly non access line of 4500 South Street, a UDOT right of way; thence along Southerly line North 70°54'54" East 2.01 feet; thence North 49°06'49" East 80.78 feet; thence North 70°54'54" East 299.90 feet; thence North 70°54'54" East 354.23 feet to the Westerly line of the Bridgeside LLC property; thence along said line South 25°38'59" East 42.02 feet; thence South 02°04'45" East 319.85 feet; thence South 20°50'31" West 101.25 feet; thence South 11°47'04" West 43.52 feet; thence South 06°12'28" West 79.30 feet; thence South 06°10'14" East 47.00 feet; thence South 16°56'37" East 96.73 feet; thence South 00°19'28" East 159.87 feet; thence South 00°05'51" East 237.75 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 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 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 does hereby covenant, warrant and agree as follows:

- 1. Grantor shall not build or construct, nor permit to be built or constructed, over or across the right-of-way and easement, any building, retaining walls, rock walls, footings or improvement which impairs the maintenance or operation of the Facilities.
- 2. Grantor shall not change the contour within the right-of-way and easement without prior written consent of Grantee.
- 3. Grantor 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 and easement, without prior written consent of Grantee.
- 4. Grantor shall not place personal property within the right-of-way and easement 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, and without any obligation of restoration or compensation.

6. Grantee shall, within a reasonable period of time, repair any damage caused to Grantors' land resulting from the reconstruction, operation, repair, replacement, or maintenance of Grantee's Facilities as near as reasonably possible to its pre-construction condition.

This right-of-way and easement shall be binding upon and inure to the benefit of the successors and assigns of Grantors 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 16 day of Augus, 2017

GRANTOR:

MONTE VISTA (MHC), LLC,

A Utah limited liability company

By. BLF Holding (MHC) LLC, Manager

Bv:

Print Name

Ite:

Joe Sherman, Member

[Notary Acknowledgements Follow]

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

On <u>8/16/2017</u> before me, <u>Angelica Lawrence</u>, a Notary Public personally appeared <u>Brian L Fitterer</u>, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

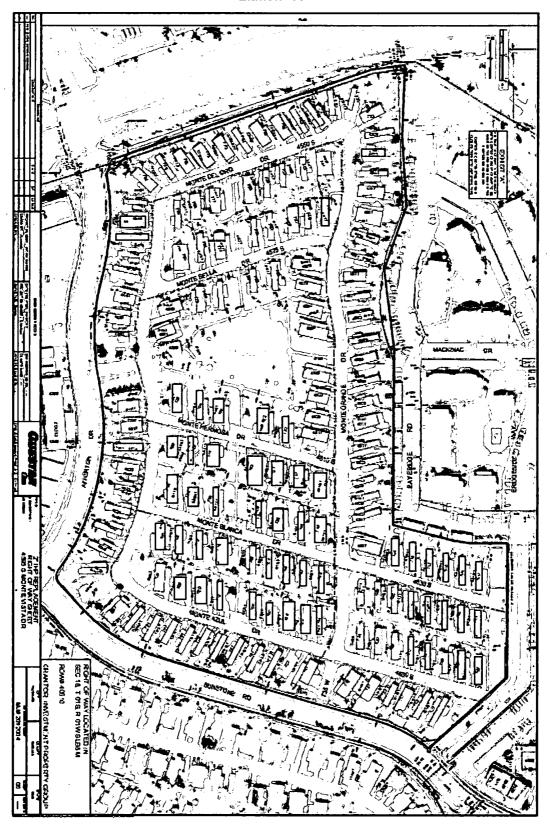
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public S

ANGELICA LAWRENCE
Commission # 2142612
Notary Public - California
Los Angeles County
My Comm. Expires Mar 11, 2020

(Notary Public Seal)



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