WHEN RECORDED MAIL TO: Questar Gas Company P.O. Box 45360, Right-of-way Salt Lake City, UT 84145-0360 40841.REDE.PLS.lc; 12891604
11/26/2018 01:24 PM \$0.00
Book - 10732 P9 - 9728-9730
ADAM GARDINER
RECORDER, SALT LAKE COUNTY, UTAH
WEST VALLEY CITY
3600 CONSTITUTION BLVD
BVC UT 84119-3720
BY: SAA, DEPUTY - MA 3 P.

Space above for County Recorder's use PARCEL I.D.# 15331290550000

RIGHT-OF-WAY AND EASEMENT GRANT 40841

REDEVELOPMENT AGENCY OF WEST VALLEY CITY, a body politic of the State of Utah, "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 20 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 Salt Lake, State of Utah, and more particularly described as follows, to-wit:

Land of the Grantor located in Section 33, Township 1 South, Range 1 West, 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:

PROPOSED RIGHT OF WAY #2 (PARCEL 15331290550000)
A TWENTY-FOOT-WIDE STRIP OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP I SOUTH, RANGE I WEST, SALT LAKE BASE & MERIDIAN, SALT LAKE COUNTY, UTAH, BEING TEN FEET ON EACH SIDE OF THE FOLLOWING CENTER LINE:
BEGINNING AT A POINT LOCATED SOUTH 00° 00' 41" WEST 476.85 FEET ALONG THE QUARTER-SECTION LINE AND NORTH 89° 59' 19" WEST 421.86 FEET PERPENDICULAR TO SAID QUARTER-SECTION LINE FROM THE NORTH QUARTER CORNER OF SECTION 33, T.1S. R.1W. S.L.B.&M., SAID POINT BEING ON THE GRANTOR'S NORTH BOUNDARY; THENCE SOUTH 00° 04' 46" WEST 104.03 FEET.
CONTAINS 2,081 SQUARE FEET OR 0.048 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 20 day of HOVEMBER, 2018.
REDEVELOPMENT AGENCY OF WEST VALLEY CITY A body politic of the state of Utak By: Mayne Py
State of Utah) :ss County of Salt Lake)
On this 10 day of November, 2018, personally appeared before mediation basis of satisfactory evidence, and who affirmed to me that he or she is the chief executive officer of the Redevelopment Agency of West Valley City, a body politic of the state of Utah, and that this document was signed by him or her in behalf of the Redevelopment Agency of West Valley City by authority of Resolution of the Board of Directors of the Redevelopment Agency of West Valley City.
NICHOLE CAMAC Notary Public State of Utals Comm. Exp.: Mar. 31, 2021 Comm. Number: 694340
By: 11/6/18