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WHEN RECORDED MAIL TO: Questar Gas Company P.O. Box 45360, Right-of-way Salt Lake City, UT 84145-0360 41206.CARR.PLS.le; MJ2022239 13458740 11/12/2020 02:29 PM \$40.00 Book - 11059 P9 - 1558-1562 RASHELLE HOBES RECORDER, SALT LAKE COUNTY, UTAH QUESTAR GAS COMPANY PO BOX 45360 SLC UT 84145-0360 BY: ARA, DEPUTY - WI 5 P.

Space above for County Recorder's use PARCEL I.D.# 21183510120000

## RIGHT-OF-WAY AND EASEMENT GRANT 41206

Carrington Square L.L.C.. A Utah Limited Liability Company, "Grantor", does hereby convey and warrant to QUESTAR GAS COMPANY dba Dominion Utah, a corporation of the State of 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 Carrington Square development, in the vicinity of 5959 S. Cougar Lane, Kearns Utah, which development is more particularly described as:

A 20-FOOT-WIDE STRIP OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SALT LAKE COUNTY, BEING 10 FEET ON EACH SIDE OF THE FOLLOWING CENTERLINE, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED SOUTH 00° 32' 00" EAST 1976.26 FEET ALONG THE SECTION LINE AND EAST 40.00 FEET FROM THE WEST QUARTER CORNER OF SAID SECTION 18, SAID POINT BEING ON THE GRANTOR'S WEST BOUNDARY LINE AS DESCRIBED IN THE QUIT CLAIM DEED RECORDED IN BOOK 8581 PAGE 4232 IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER;

THENCE SOUTH 89° 32' 25" EAST 322.56 FEET ALONG A LINE PARALLEL WITH AND 10 FEET SOUTH OF THE SOUTHERNMOST FACE OF AN APARTMENT BUILDING:

THENCE SOUTH 19° 29' 38" WEST 9.19 FEET ALONG A LINE PARALLEL WITH AND 10 FEET WEST OF THE GRANTOR'S EAST BOUNDARY;

THENCE ALONG A 5789.65-FOOT-RADIUS CURVE TO THE RIGHT A DISTANCE OF 86.03 FEET THROUGH A CENTRAL ANGLE OF 00° 51' 05" TO A POINT ON THE GRANTOR'S SOUTH BOUNDARY (CHORD BEARS SOUTH 19° 04' 06" WEST 86.03 FEET).

CONTAINS 8,356 SQUARE FEET OR 0.192 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 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(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 6th day of November 20 20.

Carrington Square LLC

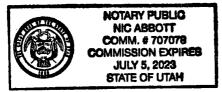
(//)

STATE OF UTAH

) ss.

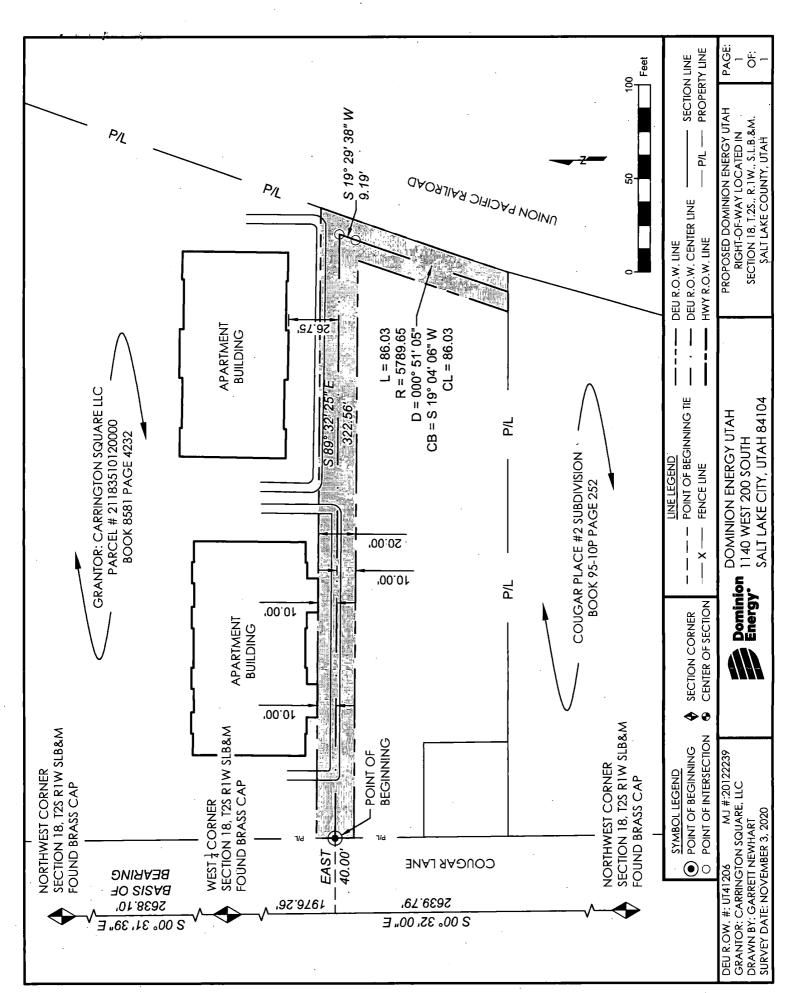
**COUNTY OF SALT LAKE** 

On the O day of NOVEMBER 20 20 personally appeared before me who, being duly sworn, did say that he/she is a Manager of CAPPINUTON SQUEECUC, and that the foregoing instrument was signed on behalf of said company by authority of its Articles of Organization or its Operating Agreement.



Micabbett

**Notary Public** 



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