

WHEN RECORDED MAIL TO:

Questar Gas Company,  
Dba Dominion Energy Utah  
P.O. Box 45360, Right-of-way  
Salt Lake City, UT 84145-0360

UT-41527

13966730 B: 11346 P: 6781 Total Pages: 4  
06/08/2022 02:10 PM By: bmeans Fees: \$40.00  
Rashelle Hobbs, Recorder, Salt Lake County, Utah  
Return To: QUESTAR GAS COMPANY DOMINION  
PO BOX 45360 RIGHT-OF-WAY SALT LAKE CITY, UT 841450360



Space above for County Recorder's use  
PARCEL I.D.# 08-34-353-054-0000

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

North Temple LIHTC, 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 TEN DOLLARS (\$10.00) in hand paid and other good and valuable consideration, receipt of which is hereby acknowledged, a right-of-way and easement (“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”), 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 the SW1/4SW1/4 of Section 34, Township 1 North, Range 1 West, Salt Lake Base and Meridian;

A 30.00-FOOT-WIDE STRIP OF LAND LOCATED IN LOT 1 OF 1925 WEST NORTH TEMPLE SUBDIVISION RECORDED IN ENTRY NUMBER 13310777 IN BOOK 2020P PAGE 157 IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER, SAID STRIP BEING 15.00 FEET ON EACH SIDE OF THE FOLLOWING CENTERLINE:

COMMENCING AT THE STREET MONUMENT LOCATED AT THE INTERSECTION OF 2050 WEST STREET AND NORTH TEMPLE STREET, WHENCE THE OFFSET STREET MONUMENT AT THE INTERSECTION OF ORANGE STREET AND NORTH TEMPLE STREET BEARS SOUTH 87° 24’ 00” EAST 1310.31 FEET; THENCE NORTH 89° 58’ 38” EAST 356.21 FEET; THENCE SOUTH 757.52 FEET TO A POINT ON “PL1” AS DEPICTED ON SAID SUBDIVISION PLAT, SAID POINT BEING POINT OF BEGINNING #1;

THENCE NORTH 89° 56' 42" EAST 241.98 FEET;  
THECE SOUTH 00° 07' 40" EAST 219.63 FEET;  
THENCE SOUTH 45° 14' 33" EAST 40.43 FEET;  
THENCE SOUTH 00° 23' 43" EAST 31.02 FEET TO A POINT ON THE  
SOUTH BOUNDARY OF SAID LOT 1, SAID POINT BEING THE POINT OF  
TERMINOUS.

CONTAINS 15,990 SQUARE FEET OR 0.367 ACRES.

TO HAVE AND TO HOLD the same unto said Grantee, its successors and assigns, with the right of ingress and egress to and from said Easement to construct, lay, maintain, operate, repair, alter, inspect, protect, make connections to, remove and replace the Facilities. This 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 the Easement 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 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 Easement, any building, retaining walls, rock walls, footings or improvement which impairs the maintenance or operation of the Facilities. Notwithstanding the foregoing, Grantor agrees that certain carport structures which have been identified prior to execution of this Easement, are permitted within the Easement, so long as any footings are at least 3 feet from the Facilities.
2. Grantor shall not change the contour within the 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 Easement, without prior written consent of Grantee.
4. Grantor shall not place personal property within the 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, without liability to Grantor, and without any obligation of restoration or compensation.

6. After any construction, maintenance, or other use of the Easement by Grantee, Grantee shall restore the Easement area to as near as practicable its condition prior to Grantee's use.

7. Grantee has the right, but not the obligation, to have an inspector on site whenever earth disturbing activities are performed within the Easement. Grantee agrees that for a period of three (3) years after the recording of this agreement, costs for inspectors shall be born by Grantee. At any time after three (3) years, costs of inspection shall be paid by Grantor.

This Easement shall be binding upon and inure to the benefit of the successors and assigns of Grantor 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 17<sup>th</sup> day of May, 2022.

NORTH TEMPLE LIHTC, LLC

Michael D. Batt  
By: Michael D. Batt  
Its: Manager

STATE OF UTAH )  
 ) : ss.  
COUNTY OF SALT LAKE )

On the 17 day of May, 2022 personally appeared before me Michael D. Batt who, being duly sworn, did say that he/she is a Manager of North Temple LIHTC, LLC, and that the foregoing instrument was signed on behalf of said company by authority of its Articles of Organization or its Operating Agreement.



[Signature]  
Notary Public

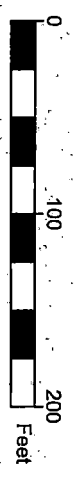
STREET MONUMENT  
2050 WEST NORTH TEMPLE ST.  
FOUND BRASS CAP

SOUTH  
757.52'

N 89° 58' 38" E  
356.21' (TIE)

S 87° 24' 00" E  
1310.31'  
MON TO MON  
(BASIS OF BEARING)

OFFSET STREET MONUMENT  
ORANGE ST. & NORTH TEMPLE ST.  
FOUND BRASS CAP



OWNER: J.I.C. LLC  
PARCEL # 15-03-101-028-0000  
LOT 2, 1925 WEST NORTH  
TEMPLE SUBDIVISION

GRANTOR: NORTH TEMPLE LHTC, LLC  
PARCEL # 08-34-353-054-0000  
LOT 1, 1925 WEST NORTH TEMPLE SUBDIVISION

OWNER: MT PROPERTY MANAGEMENT LLC  
PARCEL # 15-03-101-007-0000

**SYMBOL LEGEND**

	POINT OF BEGINNING		SECTION CORNER
	POINT OF INTERSECTION		STREET MONUMENT

**LINE LEGEND**

	POINT OF BEGINNING TIE		DEU R.O.W. LINE
	FENCE LINE		BASIS OF BEARING
	PROPERTY LINE		PROPOSED DEU R/W

DEU R.O.W. #:  
GRANTOR: NORTH TEMPLE LHTC, LLC  
DRAWN BY: G.NEWHART  
SURVEY DATE: 11/23/2021

**Dominion Energy**  
DOMINION ENERGY UTAH  
1140 WEST 200 SOUTH  
SALT LAKE CITY, UTAH 84104

PROPOSED DOMINION ENERGY UTAH  
RIGHT-OF-WAY LOCATED IN  
SECTION 3, T.1S., R.1W., S.1B.&M,  
SALT LAKE COUNTY, UTAH

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OF:  
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