

WHEN RECORDED MAIL TO:

Questar Gas Company  
P.O. Box 45360, Right-of-Way; AS  
Salt Lake City, UT 84145-0360

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PARCEL I.D.# 22-15-427-025

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

41951

**Mark C. Hardy and Shelley D. Hardy, Trustees of the Mark C. Hardy and Shelley D. Hardy Trust dated December 26<sup>th</sup>, 2001, as amended and restated April 28<sup>th</sup>, 2017,**

Grantor(s), of Holladay, Salt Lake County, State of Utah, does hereby convey and warrant to QUESTAR GAS COMPANY dba Dominion Energy 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 non-exclusive right-of-way and 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:

A part of lot 4, Deerwood Farms Subdivision Phase 3 as shown in that certain plat recorded 11-13-2014, entry number 11945273, being situated in the Southeast Quarter (1/4) of Section 15, Township 2 South, Range 1 East, and the Southwest Quarter (1/4) of Section 14, Township 2 South, Range 1 East, Salt Lake Base and Meridian, Salt Lake County, Utah, and more particularly described as follows.

Commencing at the Southeast Corner of Section 15, Township 2 South, Range 1 East, Salt Lake Base and Meridian, Salt Lake County, Utah; thence North 00°19'35" East, along the East line of said Section 15, 1312.22 feet, to the south corner of said lot 4; thence along the south line of said lot 4, South 89°59'55" East, 109.58 feet to the Southeast corner of said lot 4; Thence along the east line of said lot 4 the following two (2) courses, 1) North 10°25'55" West, 87.50; 2) North 4°46'55" West, 74.46 feet, to the Northeast corner of said lot 4 and the POINT OF BEGINNING; Thence along the north line of said lot 4 the following two (2) courses, 1) North 71°59'30" West, 50.90 feet; thence 2) North 59°15'29" West, 368.03 feet to the Northwest corner of said lot 4 and a point on a non-tangent curve to the left with a radius of 40.00 feet, the center of which bears South 41°11'20" East; thence along said curve and the west line of said lot 4, 12.21 feet, through a central angle of 17°29'13"; thence leaving said line, South 59°15'29" East, 371.34 feet; thence South 71°59'30 East, 57.28 feet to the east line of said lot 4; thence along said line, North 04°46'55" East, 13.02 feet, to the Point of Beginning.

Containing 5089 Square Feet, more or less.

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 and easement 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 and easement, 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 and easement 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 and easement, without prior written consent of Grantee.

4. Grantor(s) 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(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 right-of-way and easement or any activities conducted thereon by Grantor(s), his/her/its agents, employees, invitees or as a result of Grantor's negligence.

