WHEN RECORDED MAIL TO: Questar Gas Company P.O. Box 45360, Right-of-Way Salt Lake City, UT 84145-0360 MJ0002032641.ip; AS

12.27.330.043 12.27.330.044 22.27.330.046 14226694 B: 11483 P: 8025 Total Pages: 8
04/10/2024 02:20 PM By: vanguyen Fees: \$40.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: COTTONWOOD TITLE INSURANCE AGENCY, INC.
1996 EAST 6400 SOUTH SUITE 120SALT LAKE CITY, UT 84121

Space above for County Recorder's use PARCEL I.D.# 22-27-330-037

# RIGHT-OF-WAY AND EASEMENT GRANT

Ivory Homes LTD, a Utah Limited Partnership ("Grantor"), of 7524 S 2300 E, Salt Lake County, State of Utah, hereby conveys and warrants to QUESTAR GAS COMPANY dba Dominion Energy Utah, a corporation of the State of 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, replace and abandon in place (whether above or below ground) pipelines, valves, valve boxes and install cathodic monitoring and mitigation facilities and other gas transmission and distribution facilities (collectively, the "Facilities"), through and across the following described land and premises situated in the County of Salt Lake, State of Utah, as shown on Exhibit "A" attached hereto and by this reference made a part hereof and more particularly described as follows, to-wit:

## **DOMINION ROW LOT 101 BUTLER HILLS VIEW**

Beginning at a point on the southerly line of Lot 102, Butler Hills View Subdivision, said point being North 59°46'03 West 50.16 feet from the South corner of said Lot 102 said point also being South 0°37'00" West 303.67 feet along the section line and West 330.50 feet from the Center of Section 27, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running;

thence Southerly 64.35 feet along the arc of a 48.78 feet radius curve to the left (center bears South 59°29'05" East and the chord bears South 07°16'20" East 59.78 feet with a central angle of 75°34'30");

thence South 77°04'39" East 47.27 feet;

thence South 36°39'06" East 13.77 feet:

thence South 04°55'25" West 77.04 feet;

thence South 08°55'55" West 28.62 feet;

thence South 01°22'03" East 17.38 feet to the southerly line of said Lot 101:

thence North 89°17'00" West 20.00 feet along the southerly line of said Lot 101;

thence North 01°22'03" West 18.46 feet;

thence North 08°55'55" East 5.19 feet to the westerly line of said Lot 101;

thence Northeasterly 16.07 feet along the arc of a 60.02 foot radius curve to the right (center bears South 65°31'11" East and the chord bears North 32°09'07" East 16.02 feet with a central angle of 15°20'36") along the westerly line of said Lot 101:

thence Northerly 15.00 feet along the arc of a 20.00 foot radius curve to the left (center bears North 50°10'47" West and the chord bears North 18°20'09" East 14.65 feet with a central angle of 42°58'09") along the westerly line of said Lot 101;

thence North 03°09'00" West 74.25 feet along the westerly line of said Lot 101;

thence North 86°08'58" West 45.90 feet along the southerly line of said Lot 101;

thence Northerly 92.57 feet along the arc of a 68.78 foot radius curve to the right (center bears North 43°19'24" East and the chord bears North 08°07'19" West 85.74 feet with a central angle of 77°06'35") to the southerly line of said Lot 102;

thence South 59°46'03" East 20.00 feet along the southerly line of said Lot 102 to the Point of Beginning.

#### DOMINION ROW LOT 102 BUTLER HILLS VIEW

Beginning at a point on the easterly line of Lot 102, Butler Hills View Subdivision, said point being South 04°12'28" East 188.70 feet from the Northeast corner of said Lot 102, said point also being South 0°37'00" West 258.73 feet along the section line and West 292.80 feet from the Center of Section 27, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running;

thence South 04°12'28" East 20.00 feet along the easterly line of said Lot 102; thence Southwesterly 42.81 feet along the arc of a 49.85 foot radius curve to the left (center bears South 04°19'14" East and the chord bears South 61°04'46" West 41.51 feet with a central angle of 49°12'01");

thence Southwesterly 5.94 feet along the arc of a 48.78 foot radius curve to the left (center bears South 52°30'34" East and the chord bears South 34°00'10" West 5.94 feet with a central angle of 06°58'31") to the southerly line of said lot;

thence North 59°46'03" West 20.00 feet along the southerly line of said Lot 102; thence Northeasterly 8.30 feet along the arc of a 68.78 foot radius curve to the right (center bears South 59°34'01" East and the chord bears North 33°53'17" East 8.29 feet with a central angle of 06°54'37");

thence Northeasterly 59.85 feet along the arc of a 69.85 foot radius curve to the right (center bears South 53°22'35" East and the chord bears North 61°10'04" East 58.03 feet with a central angle of 49°05'17") to the easterly line of said Lot 102 to the Point of Beginning.

Contains 1,169 square feet.

## **DOMINION ROW LOT 103 BUTLER HILLS VIEW**

Beginning at a point on the westerly line of Lot 103, Butler Hills View Subdivision, said point being South 04°12'28" East 188.70 feet from the Northwest corner of said Lot 103, said point also being South 0°37'00" West 258.73 feet along the section line and West 292.80 feet from the Center of Section 27, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running;

thence Easterly 55.82 feet along the arc of a 69.85 foot radius curve to the right (center bears South 04°17'18" East and the chord bears South 71°23'44" East 54.35 feet with a central angle of 45°47'07");

thence South 41°29'50" West 20.00 feet;

Page 2 of 5 Pages

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thence Westerly 39.87 feet along the arc of a 49.85 feet radius curve to the left (center bears South 41°29'50" West and the chord bears North 71°24'42" West 38.81 feet with a central angle of 45°49'03") to the westerly line of said Lot 103;

thence North 04°12'28" West 20.00 feet along the westerly line of said Lot 103 to the Point of Beginning.

Contains 957 square feet.

Contains 4,349 square feet.

TO HAVE AND TO HOLD the same unto said Grantee, its successors and assigns, in perpetuity, 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, replace and abandon in place (whether above or below ground) the same. This Easement shall carry with it the right to use any available access roads for the purpose of conducting the foregoing activities. During temporary periods, Grantee may use such portion of the property along and adjacent to said 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.
- 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. Grantor 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

Page 3 of 5 Pages

out of or by any reason of Grantor's use of the Easement or any activities conducted thereon by Grantor, Grantor's agents, employees, invitees or as a result of Grantor's negligence.

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 97th day of April, 2024.

Ivory Homes LTD

TESCH, General Partner

STATE OF WAH

COUNTY OF SALT LAKE

On the Y day of April , 2024 personally appeared before Pyran Tesch , who, being duly sworn, did say that he/she is a Partner of Ivory Homes LTD, and that the foregoing instrument was signed on behalf of said partnership by authority of the articles of partnership, and acknowledged to me that said partnership duly executed the same.

NOTE AT PUBLIC STATE OF UTAH COMMISSION# 722444 / OMM P COMM. EXP. 01-14-2026

Notary Public

# EXHIBIT "A"





