WHEN RECORDED MAIL TO: Questar Gas Company P.O. Box 45360, Right-of-way Salt Lake City, UT 84145-0360 Scarletridgemainberryeasement;bt

ENT 58150:2023 PG 1 of 4 ANDREA ALLEN UTAH COUNTY RECORDER 2023 Sep 05 11:38 AM FEE 40.00 BY MC RECORDED FOR Dominion Energy ELECTRONICALLY RECORDED

Space above for County Recorder's use PARCEL I.D.# 59:019:0015

## RIGHT-OF-WAY AND EASEMENT GRANT

Weston Glade Berry, Zane R. Berry & Steven Glade Berry, ("Grantor"), do 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 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") said Easement being situated in the County of Utah, State of Utah, particularly described as follows, to-wit:

A 60.00 foot wide easement across parcel 59:019:0015. Said easement being described as follows:

Beginning at a point located South 89°56°03\* East along the section line 946.76 feet from the North quarter corner of Section 19, Township 6 South, Range 1 West, Salt Lake Base and Meridian; thence continuing South 89°56'03" East along section line 369.74 feet; thence South 00°10'27" West 60.00 feet; thence North 89°56'03" West 371.64 feet; thence North 01°59'17" East, a distance of 60.03 feet to the point of beginning. Containing 22,241 square feet or 0.51 acres, more or less.

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 the Easement as may be reasonably necessary in connection with construction, maintenance,

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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.

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 4 day of Huy, 2003

## **GRANTORS**

Weston Glade Berry	
Zane R. Berry	
Steven Glade Berry	

) ss. COUNTY OF	
On the \\ day of Augus	
foregoing instrument who duly acknowled	ged to me that he/she/they executed the same.



Eilen Louis Fach all Notary Public

STATE OF <u>  いて</u>	)
001D101100	) ss.
COUNTY OF UT	)

On the W day of August  Zane R Berry  foregoing instrument, who duly acknowledged to	, 2023 personally appeared before me, the signer(s) of the o me that he/she/they executed the same	
EILEEN LOUISE FACKRELL  NOTARY PUBLIC-STATE OF UTAH  COMMISSION# 726581  COMM. EXP. 09-08-2026	Eileen Louis Jachelf Notary Public	
STATE OF <u>UT</u> )  COUNTY OF <u>UT</u> )  SS.		
On the \( \) day of \( \) August \( \), 20\( \) personally appeared before me \( \) the signer(s) of the foregoing instrument, who duly acknowledged to me that he/she/they executed the same.		
EILEEN LOUISE FACKRELL  NOTARY PUBLIC-STATE OF UTAH  COMMISSION# 726581  COMM. EXP. 09-08-2026	Eileen Louise Jacknell Notary Public	