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RASHELLE HOBBS
RECORDER, SALT LAKE COUNTY, UTAH
QUESTAR GAS COMPANY
PO BOX 45360
SALT LAKE CITY UT 84145
BY: STA. DEPUTY - WI 3 P.

WHEN RECORDED MAIL TO:
Questar Gas Company
P.O. Box 45360, ~~Right-of-way~~
Salt Lake City, UT 84145-0360
MJ 2018779.lp;yj

Space above for County Recorder's use
PARCEL I.D.# 33124780050000

RIGHT-OF-WAY AND EASEMENT GRANT
RW# 41012

BG SCENIC POINT OFFICE 3, L.C., 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 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 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 Salt Lake County of, State of Utah, and more particularly described as follows, to-wit:

Land of the Grantor located in the Southeast Quarter of Section 12, Township 4 South, R South Range 1 West, Salt Lake Base and Meridian;

A 20.00 foot wide permanent, non-exclusive easement located in Lots 2 and 3, The Pointe, a subdivision recorded March 24, 2009 as Entry No. 10655232 in Book 2009P at Page 43 of the Salt Lake County records, a part of the Southeast Quarter of Section 12, Township 4 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah, described as follows:

BEGINNING at a point on the north line of Lot 2, The Pointe, said point being North 00°27'52" East 668.39 feet along the east line of the Southeast Quarter of Section 12, Township 4 South, Range 1 West, Salt Lake Base and Meridian and West 757.28 feet from the Southeast Corner of said Section 12, and thence South 00°23'27" East 18.20 feet to a point of tangency of a 20.00 foot radius curve to the right; thence Southwesterly 17.71 feet along the arc of said curve through a central angle of 50°43'58" and a long chord of South 24°58'33" West 17.14 feet; thence South 50°20'32" West 55.15 feet; thence South 19°27'47" West 180.60 feet to a point of tangency of a 20.00 foot radius curve to the right; thence Southwesterly 30.83 feet along the arc of said curve through a central angle of 88°19'34" and a long chord of South 63°37'34" West 27.87 feet; thence North 72°12'39" West 18.58 feet; thence North 17°47'21" East 20.00 feet; thence South

72°12'39" East 18.58 feet; thence North 19°27'47" East 180.60 feet to a point of tangency of a 20.00 foot radius curve to the right; thence Northeasterly 10.78 feet along the arc of said curve through a central angle of 30°52'45" and a long chord of North 34°54'09" East 10.65 feet; thence North 50°20'32" East 55.15 feet; thence North 00°23'27" West 18.34 feet to said north line of Lot 2; thence East 20.00 feet to the POINT OF BEGINNING. Said easement encompasses 6,045 square feet or 0.14 acres, 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 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 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 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 right-of-way, 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 right-of-way 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 right-of-way, without prior written consent of Grantee.

4. Grantor 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, 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 out of or by any reason of Grantor's use of the easement or any

activities conducted thereon by Grantor, 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 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 21 day of NOVEMBER, 2019.

GRANTOR:
BG SCENIC POINT OFFICE 3, L.C.,
a Utah limited liability company

By: THE BOYER COMPANY, L.C.
a Utah limited liability company
its Manager

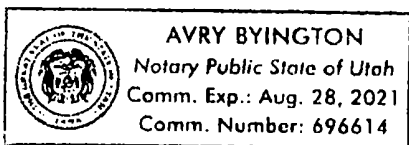
By: 

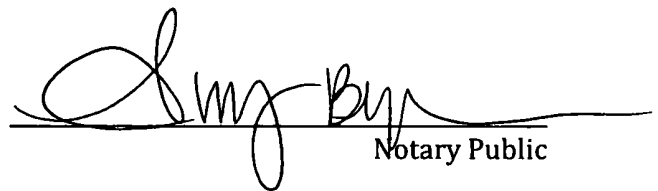
Print Name: PATRICK MOFFAT

Its: Manager

STATE OF UTAH)
) ss.
COUNTY OF)

On the 21 day of November, 2019 personally appeared before me Patrick Moffat who, being duly sworn, did say that he is a Manager of THE BOYER COMPANY, L.C., a Utah limited liability company, which is a manager of BG SCENIC POINT OFFICE 3, L.C., a Utah limited liability company and that the foregoing instrument was signed on behalf of said company by authority of its Articles of Organization or its Operating Agreement.




Notary Public