

**WHEN RECORDED MAIL TO:**

Dominion Energy Utah  
P.O. Box 45360, Right-of-way  
Salt Lake City, UT 84145-0360  
MJ2011887.le;DE



ENT 68482:2018 PG 1 of 4  
JEFFERY SMITH  
UTAH COUNTY RECORDER  
2018 Jul 20 3:29 pm FEE 16.00 BY MG  
RECORDED FOR DOMINION

*Space above for County Recorder's use*

PARCEL I.D.# 40-470-0004

**RIGHT-OF-WAY AND EASEMENT GRANT**  
ROW #40626

Lincoln Square Apartments, LLC, "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 (referred to in this Grant as the "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") as follows: Sixteen feet on each side of the centerlines shown on the attached plat, designated Exhibit "A", and by reference made a part of this Grant, which centerlines are within that certain development known as Lincoln Square Apartments, in the vicinity of 355 North Mill Road Vineyard, Utah, which development is more particularly described as:

Land of the Grantor located in the Northwest Quarter of the Northeast Quarter of Section 17, Township 6 South, Range 2 East, Salt Lake Base and Meridian;

A portion of Lot 1, Geneva Park East -- Phase Two, more particularly described as Commencing at a point located South 00°02'55" East along section line 52.75 feet and West 1451.14 feet from the Northeast Corner of Section 17, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence along the easterly boundary of Lot 1, Geneva Park East -- Phase Two Subdivision the following three (3) calls: South 00°33'35" East 0.78 feet, North 89°26'17" East 12.01 feet, along an arc of a 15.00 foot radius tangent curve to the right 23.56 feet (chord bears South 45°33'41" East 21.21 feet) to the westerly right-of-way of Mill Road and easterly boundary of Lot 1, Geneva Park East - Phase Two Subdivision; thence along the westerly right of way of Mill Road and the easterly boundary of Lot 1, Geneva Park East --Phase Two Subdivision the following three (3) calls: South 00°33'46" East 159.05 feet, along an arc of a 799.00 foot radius tangent caurve to the left 466.86 feet (chord bears South 17°18'08" East 460.25 feet), South 34°02'40" East a distance of 37.41 feet to the Southeast Corner of Lot 1; thence North 89°59'49" West along the property line between Lot 1 and Lot 2 1020.20 feet to a point on the easterly right of way of the Union Pacific Railroad and westerly boundary line of Lot 1, Geneva Park East -- Phase Two Subdivision; thence North 30°03'56" West along said right of way and westerly boundary line 731.57 feet; thence North 89°26'14" East 194.54 feet; thence along arc of a 48.00 foot radius non-tangent curve to the left 58.01 feet (chord bears North 89°26'03" East a distance of 54.54 feet); thence North 89°26'03" East a distance of 951.13 feet to the point of beginning.

TO HAVE AND TO HOLD the same unto said QUESTAR GAS COMPANY, 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(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, 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 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, without prior written consent of Grantee.

4. Grantor(s) 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(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 easement or any activities conducted thereon by Grantor(s), 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(s) and the successors and assigns of Grantee, and may be assigned in whole or in part by Grantee.

7. Grantee shall restore and repair the Property as needed to its previous condition or better related to Grantee's activities on the Property related to the easement and Facilities, and shall not unreasonably interfere with Grantor's use of the Property.

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.

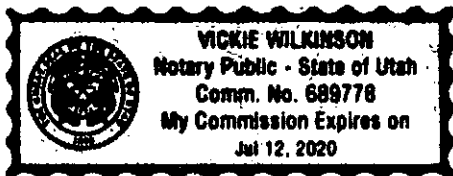
WITNESS the execution hereof this 5 day of July, 2018

Lincoln Square Apartments, LLC

By- Ralph R. Moffat  
Ralph R. Moffat, Manager

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

On the 5 day of July, 2018 personally appeared before me Ralph R. Moffat who, being duly sworn, did say that he/she is a Manager of Lincoln Square Apartments, LLC, and that the foregoing instrument was signed on behalf of said company by authority of its Articles of Organization or its Operating Agreement.



Vickie Wilkinson  
Notary Public

FOR EMERGENCY  
CALL 911  
MEDICAL GAS COMPANY  
1-800-765-7688  
UTAH STATE ELECTRIC  
CALL FOR LOCATION OF  
UNDERGROUND UTILITIES  
811 OR 800-451-7243

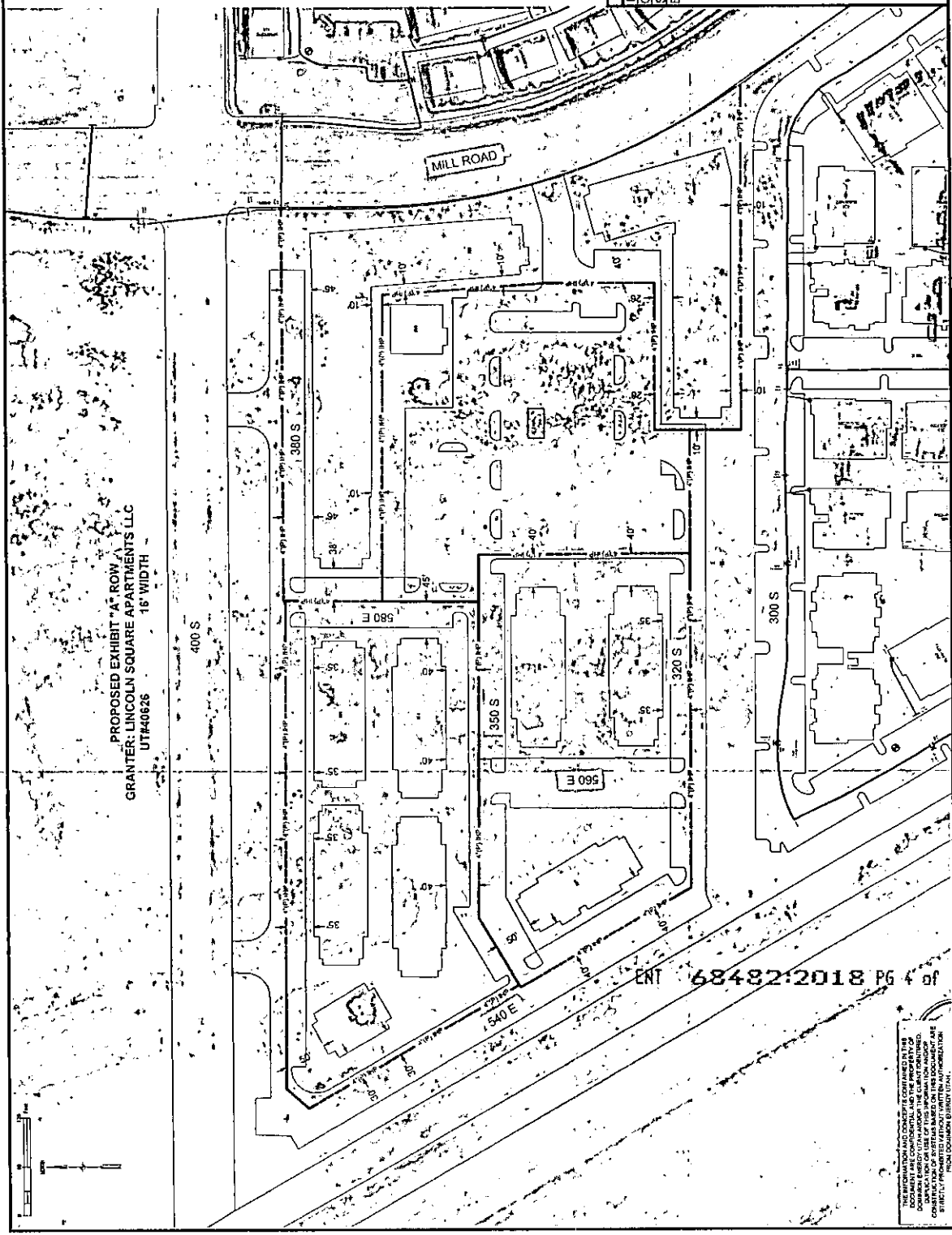
LEGEND

PROPOSED GAS  
LINE (SEE PLAN)  
EXISTING GAS  
LINE (SEE PLAN)  
RIGHT-OF-WAY EASEMENT  
PROPOSED GAS  
METER (SEE PLAN)  
EXISTING GAS  
METER (SEE PLAN)  
GAS METER  
VALVE (SEE PLAN)

CAUTION:  
DO NOT INSTALL GAS MAIN  
CLOSER THAN 10' TO ANY  
STRUCTURE.

RIGHT-OF-WAY NOTES  
RIGHT-OF-WAY 40626 DESCRIPTION  
GRANTOR: LINCOLN SQUARE APARTMENTS LLC  
SECTION 17 TOWNSHIP 65 S RANGE 2E S18&M  
BEGINNING AT A POINT:

EXHIBIT "A"  
ALL RIGHTS OF WAY TO BE 16' IN  
WIDTH WITH CENTER OF  
RIGHT-OF-WAY TO BE SAME AS  
THE CENTER OF THE NEW  
PROPOSED GAS LINE AS SHOWN  
ON DRAWINGS



PROPOSED EXHIBIT "A" ROW  
GRANTOR: LINCOLN SQUARE APARTMENTS LLC  
UT#40626



TITLE: LINCOLN SQUARE APARTMENTS  
DESCRIPTION: 16' DOMINION ENERGY UTAH EASEMENT  
ADDRESS: 350 NORTH MILL ROAD

CITY	COUNTY	STATE
WINTHROP	UTAH	UT
DRAWING NUMBER	SHEET	REVISION
MJ-2011887	01	A

NO.	DATE	BY	CHKD.	PROJECT NUMBER	DATE CREATED	CONTRACT NO.
1	07/11/2018	DMC	AM	68482	07/11/2018	18-0000000000
2	07/11/2018	DMC	AM	68482	07/11/2018	18-0000000000
3	07/11/2018	DMC	AM	68482	07/11/2018	18-0000000000

REVISIONS

NO.	DESCRIPTION
1	ISSUED FOR PERMIT
2	ISSUED FOR CONSTRUCTION
3	ISSUED FOR RECORD

ENT 68482:2018 PG 4 of 4