

13450588
11/04/2020 11:17 AM \$40.00
Book - 11054 Pg - 1318-1322
RASHELLE HOBBS
RECORDER, SALT LAKE COUNTY, UTAH
DOMINION ENERGY
PO BOX 45360
SLC UT 84145
BY: ARA, DEPUTY - MA 5 P.

WHEN RECORDED MAIL TO:
Questar Gas Company
P.O. Box 45360, Right-of-way
Salt Lake City, UT 84145-0360
MJ 2018555.le; yj

Space above for County Recorder's use
PARCEL I.D.# 3308301012000

RIGHT-OF-WAY AND EASEMENT GRANT
RW# 41180

Academy Village Land Holdings, LLC, 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 (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: Ten 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 POD 39 Subdivision Amended Lot G, South Herriman, in the vicinity of 14752 South Academy Parkway, Herriman, Salt Lake County, Utah, which development is more particularly described as:

Land of the Grantor located in the Southeast Quarter of Section 7, Township 4 South, Range 1 West, Salt Lake Base and Meridian;

Beginning at a point on the southerly right-of-way line of Academy Parkway, said point being South 0°28'03" West 517.50 feet along the section line and South 89°31'57" East 437.64 feet from West Quarter Corner of Section 8, Township 4 South, Range 1 West, Salt Lake Base and Meridian and running:

Thence South 51°36'00" East 924.60 feet along said southerly right-of-way to the northerly line of Village at the Boulders Phase 1, Amending Part of Lot F, South Herriman as recorded in the office of the Salt Lake County Recorder as Entry# 12708747 in Book 2018 at Page 52;

Thence South 38°18'58" West 1142.94 feet along said northerly line of Village at the Boulders Phase 1, Amending Part of Lot F, South Herriman to the existing North right-of-way line of Mountain View Corridor;

Thence along said northerly right-of-way the following three (3) courses:
North 51°35'34" West 200.75 feet;
North 45°00'39" West 392.59 feet;
North 51°35'34" West 285.00 feet to the southerly right-of-way line of Real Vista Drive;

Thence along said southerly right-of-way the following six (6) courses:
North 04°43'02" East 61.29 feet;
North 36°05'43" East 322.26 feet;
North 51°59'37" West 10.04 feet;
North 38°24'26" East 30.38 feet;
North 40°30'31" East 175.69 feet;
North 38°24'00" East 518.93 feet to the point of beginning.

Parcel contains 1,029,605 sq. ft. 23.63 acres.

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 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 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.

[Signatures and Acknowledgments on Following Page]

WITNESS the execution hereof this 9 day of OCTOBER, 2020.

Academy Village Land Holdings, LLC
A Utah limited liability company

By: _____

Print Name: John Lindsley

Its: Authorized Representative

STATE OF UTAH)
) ss.
COUNTY OF)

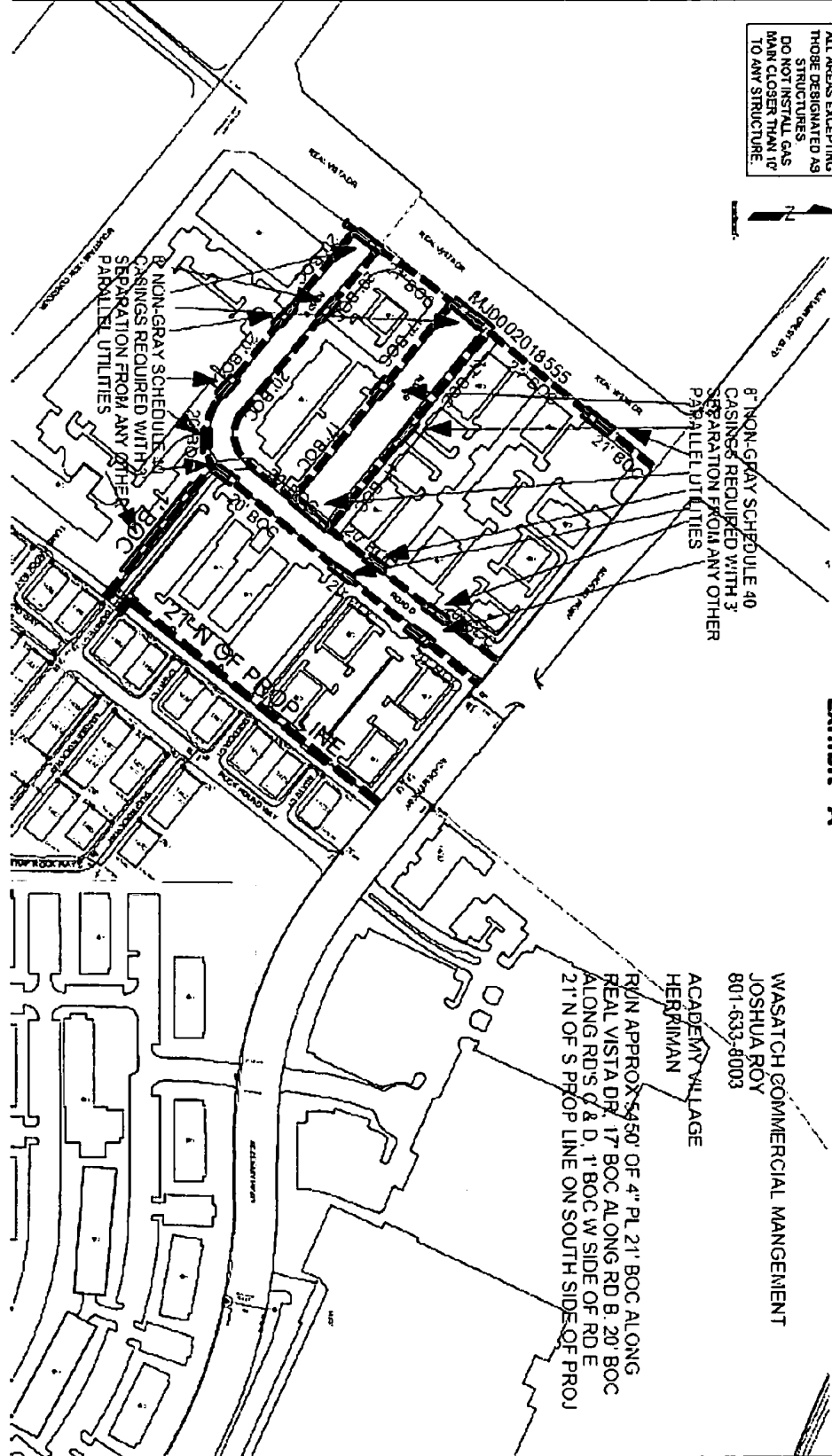
On the 9 day of OCTOBER, 2020 personally appeared before me John Lindsley who, being duly sworn, did say that he/she is a Manager of Academy Village Land Holdings, LLC, and that the foregoing instrument was signed on behalf of said company by authority of its Articles of Organization or its Operating Agreement.



John Alexander Dahlstrom
Notary Public

OPEN AREA EXHIBIT "A"
 ALL AREAS EXCEPTING
 THOSE DESIGNATED AS
 STRUCTURES
 DO NOT INSTALL GAS
 MAIN CLOSER THAN 10'
 TO ANY STRUCTURE.

Exhibit "A"



<p>ROW # 41180 MU # 2018555 GRANTOR: ACADEMY VILLAGE LAND HOLDINGS, LLC DRAWN BY: JLOVELADY</p>	<p>SYMBOL LEGEND</p> <p>● POINT OF BEGINNING</p> <p>○ POINT OF INTERSECTION</p> <p>⬆ SECTION CORNER</p> <p>⬆ CENTER OF SECTION</p>	<p>LINE LEGEND</p> <p>--- POINT OF BEGINNING I/E</p> <p>-X- FENCE LINE</p> <p>--- DEU R.O.W. LINE</p> <p>--- DEU R.O.W. CENTER LINE</p> <p>--- HWY R.O.W. LINE</p> <p>--- P/L --- SECTION LINE</p> <p>--- PROPERTY LINE</p>	<p>DOMINION ENERGY UTAH 1140 WEST 200 SOUTH SALT LAKE CITY, UTAH 84104</p> <p>PROPOSED DOMINION ENERGY UTAH RIGHT-OF-WAY LOCATED IN SECTION 8, T.4S., R.1W., S.18.8M. SALT LAKE COUNTY, UTAH</p>	<p>PAGE: 1 OF: 1</p>
---	---	--	---	---

WASATCH COMMERCIAL MANGEMENT
 JOSHUA ROY
 801-633-8003

ACADEMY VILLAGE
 HERMAN

R/W APPROX \$450' OF 4" PL 21' BOC ALONG
 REAL VISTA DR. 17' BOC ALONG RD B. 20' BOC
 ALONG RDS C & D. 1' BOC W SIDE OF RD E
 21' N OF S PROP LINE ON SOUTH SIDE OF PROJ

8' NON-GRAY SCHEDULE 40
 CASINGS REQUIRED WITH 3'
 SEPARATION FROM ANY OTHER
 PARALLEL UTILITIES

8' NON-GRAY SCHEDULE 40
 CASINGS REQUIRED WITH 3'
 SEPARATION FROM ANY OTHER
 PARALLEL UTILITIES