

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

ENTRY NO. 01134094

06/16/2020 12:15:40 PM B: 2576 P: 1333

Right of Way PAGE 1/7

RHONDA FRANCIS, SUMMIT COUNTY RECORDER

FEE 800.00 BY QUESTAR GAS COMPANY



Space above for County Recorder's use

PARCEL I.D.#

RIGHT-OF-WAY AND EASEMENT GRANT

Escala Lodges Condominiums Association, Inc, "Grantor", does hereby convey and warrant to QUESTAR GAS COMPANY, 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 non-exclusive right-of-way and easement 20 feet in width 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"), to be located underground through and across the following described land and premises situated in the County of Summit, State of Utah, and more particularly described as follows, to-wit:

Land of the Grantor located in Section 1, Township 2 South, Range 3 East, Salt Lake Base and Meridian;

The centerline of said right-of-way and easement shall extend through and across the above-described land and premises as follows, to-wit:

A TWENTY-FOOT-WIDE STRIP OF LAND LOCATED IN ESCALA LODGES CONDOMINIUMS PLAT, NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 2 SOUTH, RANGE 3 EAST, SALT LAKE BASE & MERIDIAN, SUMMIT COUNTY, UTAH, BEING TEN FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE: BEGINNING AT A POINT LOCATED NORTH 89° 59' 43" WEST 1825.54 FEET ALONG THE SECTION LINE FROM THE NORTHEAST CORNER OF SECTION 1, T.2S. R.3E. S.L.B.&M, SAID POINT BEING ON THE GRANTOR'S NORTH BOUNDARY;
THENCE SOUTH 16° 05' 16" WEST 41.02 FEET;
THENCE SOUTH 38° 35' 14" WEST 44.85 FEET;
THENCE SOUTH 17° 55' 02" WEST 61.85 FEET;
THENCE SOUTH 17° 51' 31" EAST 130.78 FEET;
THENCE SOUTH 44° 34' 30" EAST 90.21 FEET;
THENCE SOUTH 08° 07' 34" WEST 85.14 FEET;
THENCE SOUTH 47° 58' 04" EAST 41.07 FEET TO THE WEST LINE OF A QUESTAR GAS COMPANY PARCEL AS DESCRIBED IN BOOK 1801 PAGE 431 IN THE OFFICE OF THE SUMMIT COUNTY RECORDER.
CONTAINS 9,898 SQUARE FEET OR 0.227 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 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, including the granting of additional easements and/or rights-of-way, provided such use does not interfere with the facilities or any other rights granted to Grantee hereunder. Grantee agrees and acknowledges that the right-of-way and easement granted hereunder is non-exclusive and is subject to any other easements, rights-of-way and encumbrances currently of record.

Without limiting the generality of the foregoing, Grantor(s) does hereby covenant, warrant and agree as follows:

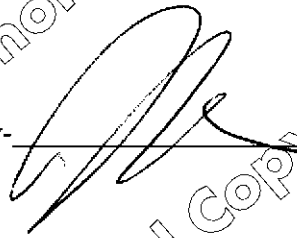
1. Grantor(s) shall not build or construct, nor permit to be built or constructed over or across the right-of-way, any building, retaining walls, rock walls, footings or improvement which impairs the maintenance or operation of the Facilities.
2. Grantor(s) shall not change the contour within the right-of-way 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.

Grantee covenants and agrees that it will restore and repair any damage to the land and premises as soon as reasonably practicable following any temporary or permanent construction of or repair to the Facilities.

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.

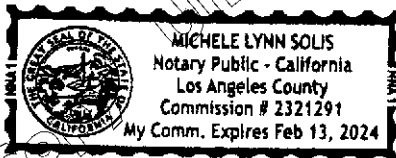
It is hereby understood that any parties securing this grant on behalf of Grantee are without authority to make any representations, covenants or agreements not herein expressed.

WITNESS the execution hereof this 27 day of March, 2020.

By- 

STATE OF ~~UTAH~~ California)
) ss.
COUNTY OF ~~SUMMIT~~ Los Angeles

On the 27 day of March, 2020 personally appeared before me Joan Kramer who, being duly sworn, did say that he/she is a Manager of Columbus Pacific Development, 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

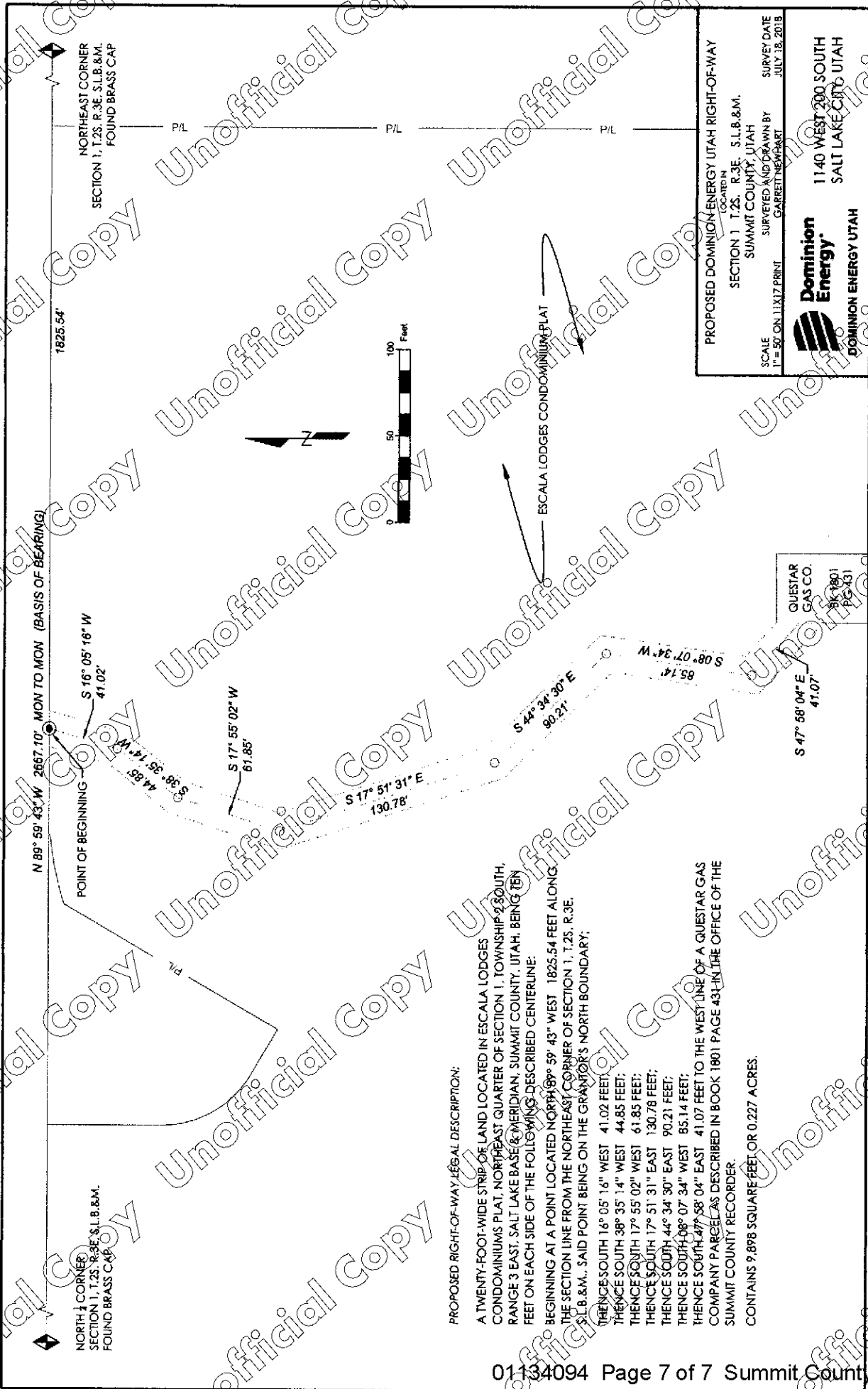
ALL UNITS, ESCALA LODGES CONDOMINIUMS, AS THE SAME ARE IDENTIFIED IN THAT CERTAIN AMENDED AND RESTATED CONDOMINIUM PLAT FOR ESCALA LODGES CONDOMINIUMS RECORDED ON JANUARY 28, 2009, IN THE OFFICE OF THE SUMMIT COUNTY RECORDER, AS ENTRY NO. 863831, AS AMENDED OR SUPPLEMENTED, AND ASSIGNMENT OF PHASE 2 DEVELOPMENTAL RIGHTS AND OTHER DECLARATIONS' RIGHTS AND ASSUMPTION OF SUNRISE DECLARANT LIABILITIES RECORDED ON OCTOBER 16, 2017, IN THE OFFICE OF THE SUMMIT COUNTY RECORDER, AS ENTRY NO. 01079760, TOGETHER WITH THE UNDIVIDED OWNERSHIP INTERESTS IN THE COMMON AREAS AND FACILITIES WHICH ARE APPURTENANT TO SAID UNITS.

TAX ID NUMBERS: ESCLAL-201-AM, ESCLAL-202-AM, ESCLAL-207-AM, ESCLAL-209-AM, ESCLAL-213-AM, ESCLAL-219-AM, ESCLAL-301-AM, ESCLAL-302-AM, ESCLAL-304-AM, ESCLAL-305-AM, ESCLAL-308-AM, ESCLAL-313-AM, ESCLAL-316-AM, ESCLAL-317-AM, ESCLAL-318-AM, ESCLAL-321-AM, ESCLAL-322-AM, ESCLAL-401-AM, ESCLAL-402-AM, ESCLAL-404-AM, ESCLAL-408-AM, ESCLAL-413-AM, ESCLAL-416-AM, ESCLAL-418-AM, ESCLAL-423-AM, ESCLAL-501-AM, ESCLAL-504-AM, ESCLAL-505-AM, ESCLAL-508-AM, ESCLAL-513-AM, ESCLAL-516-AM, ESCLAL-517-AM, ESCLAL-521-AM, ESCLAL-601-AM, ESCLAL-604-AM, ESCLAL-608-AM, ESCLAL-616-AM, ESCLAL-623-AM, ESCLAL-138-AM, ESCLAL-225-AM, ESCLAL-226-AM, ESCLAL-228-AM, ESCLAL-231-AM, ESCLAL-232-AM, ESCLAL-233-AM, ESCLAL-237-AM, ESCLAL-238-AM, ESCLAL-325-AM, ESCLAL-328-AM, ESCLAL-331-AM, ESCLAL-333-AM, ESCLAL-338-AM, ESCLAL-141-AM, ESCLAL-142-AM, ESCLAL-145-AM, ESCLAL-148-AM, ESCLAL-149-AM, ESCLAL-150-AM, ESCLAL-154-AM, ESCLAL-241-AM, ESCLAL-242-AM, ESCLAL-244-AM, ESCLAL-248-AM, ESCLAL-250-AM, ESCLAL-251-AM, ESCLAL-252-AM, ESCLAL-254-AM, ESCLAL-341-AM, ESCLAL-342-AM, ESCLAL-344-AM, ESCLAL-347-AM, ESCLAL-348-AM, ESCLAL-350-AM, ESCLAL-351-AM, ESCLAL-353-AM, ESCLAL-354-AM, ESCLAL-441-AM, ESCLAL-444-AM, ESCLAL-447-AM, ESCLAL-450-AM, ESCLAL-451-AM, ESCLAL-456-AM, ESCLAL-144-AM, ESCLAL-618-AM, ESCLAL-518-AM, ESCLAL-C-1-AM, ESCLAL-C-2-AM, ESCLAL-C-3-AM, ESCLAL-C-4-AM, ESCLAL-C-5-AM, ESCLAL-C-6-AM, ESCLAL-C-7-AM, ESCLAL-C-8-AM, ESCLAL-C-9-AM, ESCLAL-C-10-AM, ESCLAL-C-12-AM, ESCLAL-C-23-AM, ESCLAL-C-31-AM, ESCLAL-C-26-AM, ESCLAL-SC-27-AM, ESCLAL-SC-5-AM, ESCLAL-C-34-AM, ESCLAL-C-16-AM, ESCLAL-C-17-AM, ESCLAL-C-28-AM, ESCLAL-C-29-AM, ESCLAL-C-32-AM, ESCLAL-C-33-AM, ESCLAL-C-55-AM, ESCLAL-C-56-AM, ESCLAL-C-57-AM, ESCLAL-C-60-AM, ESCLAL-SC-1-AM, ESCLAL-SC-57-AM, ESCLAL-SC-58-AM, ESCLAL-SC-59-AM, ESCLAL-S-1-AM, ESCLAL-S-2-AM, ESCLAL-S-3-AM, ESCLAL-S-4-AM, ESCLAL-S-5-AM, ESCLAL-S-6-AM, ESCLAL-S-7-AM, ESCLAL-S-8-AM, ESCLAL-S-9-AM, ESCLAL-S-10-AM, ESCLAL-S-11-AM, ESCLAL-S-12-AM, ESCLAL-S-13-AM, ESCLAL-S-14-AM, ESCLAL-S-15-AM, ESCLAL-S-16-AM, ESCLAL-S-17-AM, ESCLAL-S-18-AM,

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