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

13735438  
08/03/2021 03:35 PM \$40.00  
Book - 11216 Pg - 7622-7625  
RASHELLE HOBBS  
RECORDER, SALT LAKE COUNTY, UTAH  
QUESTAR GAS COMPANY  
PO BOX 45360 RIGHT-OF-WAY  
SALT LAKE CITY, UT 84145  
BY: ZHA, DEPUTY - WI 4 P.

Space above for County Recorder's use  
PARCEL I.D.#33112000370000

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

*4/3/4*

Mountain Point Business Center 1, LLC. , a Utah Limited Liability Company, "Grantor", does 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 ONE DOLLAR (\$1.00) in hand paid and other good and valuable consideration, receipt of which is hereby acknowledged, a 20' wide 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 County of Salt Lake, State of Utah, as shown on Exhibit "A" attached hereto and by this reference made a part hereof and more particularly described as follows, to-wit:

A portion of the NE1/4 of Section 11, Township 4 South, Range 1 West, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point on the Southerly line of proposed Lot 101, MOUNTAIN POINTE INDUSTRIAL SUBDIVISION PHASE 1, located N89°28'05"E along the Section line 916.99 feet and North 53.00 feet from the Center 1/4 Corner of Section 11, T4S, R1W, SLB&M; thence N00°15'41"W 722.42 feet; thence N89°44'19"E 20.00 feet; thence S00°15'41"E 722.32 feet; thence S89°28'05"W 20.00 feet to the point of beginning.

Contains: 14,447 square feet+/-

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, 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.

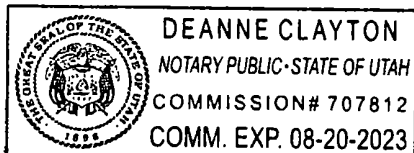
It is hereby understood that any parties securing this grant on behalf of Grantee are without authority to make any representations, covenants or agreements not herein expressed.

WITNESS the execution hereof this 30 day of June, 2021.

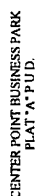
Mountain Point Business Center I LLC  
By- [Signature]  
Its - Manager

STATE OF UTAH )  
 ) ss.  
COUNTY OF UTAH )

On the 30<sup>th</sup> day of JUNE, 2021 personally appeared before me DEANNE CLAYTON who, being duly sworn, did say that he/she is a Manager of MOUNTAIN POINT BUSINESS CENTER I, LLC, and that the foregoing instrument was signed on behalf of said company by authority of its Articles of Organization or its Operating Agreement.



[Signature]  
Notary Public



101  
7 12 acres

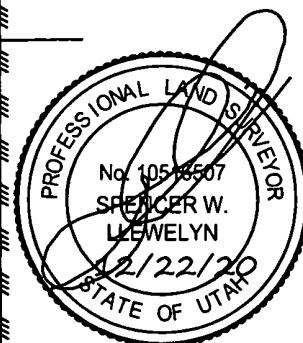
BUILDING 01

DOCKING BAY

DOCKING BAY

DOCKING BAY

20' DOMINION EASEMENT



NAYLOR,  
BENJAMIN H  
3311400045

PETERSON,  
DWIGHT W  
3311400038

PILE MECHANICAL CONTRACTING 3311400056

WRIGHT, KIRK JT  
WRIGHT, VALERIE JT  
331140005

DOLAN, KEVIN B  
331140006



# MOUNTAIN POINTE INDUSTRIAL DOMINION EASEMENT

|              |            |
|--------------|------------|
| Date Created | 12/22/2020 |
| Scale        | 1"=100'    |
| Drawn        | SWL        |
| Job          | 12-063     |
| Sheet        |            |

1 OF 1