

When Recorded, Mail To:  
CW SLC THE YARD, LLC  
610 N. 800 W.  
Centerville, UT 84014

14130999 B: 11433 P: 612 Total Pages: 7  
07/20/2023 09:48 AM By: tpham Fees: \$40.00  
Rashelle Hobbs, Recorder, Salt Lake County, Utah  
Return To: COTTONWOOD TITLE INSURANCE AGENCY, INC.  
1996 EAST 6400 SOUTH SUITE 120 SALT LAKE CITY, UT 84121

Tax Parcel No.: 1502103007 *↳ 15-02-103-008*

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## UTILITY EASEMENT

UTILITY EASEMENT (“**Easement**”) is made and entered into as of the 13 day of July, 2023, by and between CW SLC THE YARD, LLC, a Utah limited liability company (“**Grantor**”) and QUESTAR GAS COMPANY, dba DOMINION ENERGY, a Utah corporation (“**Grantee**”). The Parties may be referred to herein collectively as “**Parties**” or, individually, each a “**Party**”.

### RECITALS

A. Grantor is the fee simple owner of that certain parcel of real property located in Salt Lake County, State of Utah, as more particularly described on **Exhibit “A”** attached hereto and incorporated herein by this reference (“**Grantor Property**”).

B. Grantee provides natural gas utility services which will serve the Grantor Property.

C. The Parties desire to grant a permanent, non-exclusive utility easement over the portion of the Grantor Property, more particularly described on **Exhibit “B”** attached hereto and incorporated herein by this reference (“**Easement Area**”).

D. The Parties desire to enter into this Easement for the purpose of evidencing their respective rights and obligations in connection with the Easement Area.

NOW, THEREFORE, for and in consideration of ten and 00/100 dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby covenant and agree as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference.

2. Grant of Easement. Grantor hereby gives, grants, and conveys, unto Grantee, its successors and assigns, a permanent, utility easement over, on, upon, and across the Easement Area for the purpose hereinafter stated, subject to the terms, conditions, and limitations set forth herein.

3. Purpose of Easement. The Easement is granted for the purpose of establishing, installing, constructing, maintaining, enlarging, replacing, and repairing gas lines along with associated surface structures, if any, and other surface and sub-surface appurtenances as may be deemed necessary for Grantee’s intended use. Grantee shall have reasonable access to the

Easement Area as necessary to carry out the purpose of this Easement, and shall be allowed to use temporary workspace adjacent to the Easement Area as reasonably necessary to accomplish the purposes of this Easement. Grantee shall be solely responsible for the maintenance of any improvements, structures, or equipment it constructs within the Easement Area.

4. Non-Exclusive Easement. Grantor expressly reserves and shall have the right to use the Easement Area in a manner that does not impair or harm the grant or use by Grantee. Grantor shall not construct any buildings, structures, or other permanent improvements, except for any roadway or parking lot, within the Easement Area, and any such improvements or encroachments may be subject to removal without compensation. Grantor shall not (a) change the contour within the Easement Area without prior written consent of Grantee, such consent not to be unreasonably withheld, conditioned or delayed; (b) plant deep-rooted trees, or vegetation that will damage Grantee's facilities within the Easement Area; or (c) place personal property within the Easement Area which unreasonably interferes with Grantee's access to the Easement Area or which impairs the safe operation and maintenance of Grantee's facilities.

5. Restoration. Upon completion of any repair or maintenance work contemplated by this Easement, Grantee agrees to promptly restore the surface to a condition equal or superior to that existing prior to any disturbance.

6. Abandonment; Termination. This Easement shall only be deemed abandoned or terminated upon lawful execution and recording of a written grant by Grantee conveying and abandoning or terminating this Easement.

7. Warranty of Title and Authority. The Grantor warrants that he has full right and lawful authority to make the grant contained herein, and promises and agrees to defend the Grantee in the exercise of its rights hereunder against any defect in Grantor's title to the Grantor Property subject to this Easement.

8. Amendment. This Easement may be modified or amended only upon the mutual written consent of the Parties, or the Parties' respected legal representatives, successors or assigns, and any such amendment shall become effective only upon the recording of the same in the Public Records of Salt Lake County, Utah.

9. Binding in Perpetuity. This Easement is irrevocable and shall bind the Grantor Property in perpetuity, and all of the benefits and burdens of this Easement shall inure to and be binding upon the respective legal representatives, heirs, executors, administrators, successors, and assigns of both the Grantor and Grantee.

10. Governing Law; Venue. The Parties acknowledge that this Easement was entered into in the State of Utah. This Easement shall be construed and governed in accordance with the laws of the State of Utah without giving effect to any choice of laws or rules thereof that may direct the application of laws of another jurisdiction. Venue for any legal action arising under this Easement shall be in the district court in Salt Lake County, Utah.

11. Paragraph Headings and Severability of Terms. The paragraph and subparagraph captions included herein are for reference only and shall not amend, modify or be used to interpret or construe the meaning or intent of the parties as to any of the terms and provisions hereof. If any provisions of this Easement or the application thereof shall be held to be invalid or unenforceable in a court of law, the remainder of this Easement shall otherwise remain valid and enforceable to the fullest extent permitted by law.

12. Attorney Fees. Both Parties expressly agree that each shall bear the cost of its own attorney fees, paralegal fees, and other professional fees, and costs incurred incidental thereto, for any action (including those incurred before or at trial or any re-hearing or appeal) arising out of or in connection with this Easement.

13. Enforcement. If either or both Parties fail to perform or breaches any obligation, requirement, duty or covenant contained herein, the other non-defaulting Party shall have the right, at its own option, in addition to any of its other rights, privileges or remedies otherwise stated elsewhere herein to bring an action for specific performance in a court of competent jurisdiction. The failure to enforce any other terms or provisions of this Easement, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation occurring prior to or subsequent thereto.

14. Entire Easement. This instrument constitutes the entire Easement between the Parties and supersedes all previous discussions, understandings, and Easements between the Parties relating to the subject matter of this Easement.

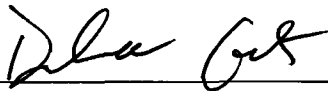
15. Effective Date. The Effective Date of this Easement shall mean the date listed on the signature page.

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Easement as of the Effective Date.

GRANTOR

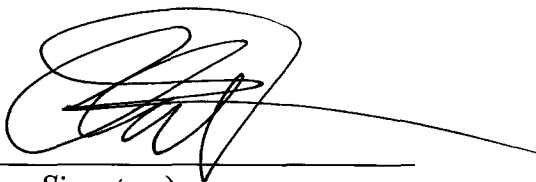
CW SLC THE YARD, LLC,  
a Utah limited liability company

By:   
Name: Darlene Carter  
Its: Manager

State of Utah                    )  
  §  
County of Davis                )

On this 13<sup>th</sup> day of July, 2023, personally appeared before me Darlene Carter, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that she is the Manager of CW SLC THE YARD, LLC, a Utah limited liability company and that said document was signed by her in behalf of said limited liability company by authority of its governing documents, and said Darlene Carter acknowledged to me that said limited liability company executed the same.

Witness my hand and official seal.

  
(Notary Signature)



(Seal)

[Remainder of page left intentionally blank. Additional pages follow.]

**EXHIBIT "A"**  
**GRANTOR PROPERTY**

BEG N 00°03'34" W 222.08 FT FR THE SW COR OF BLK 6, HIGHLANDPARK ADD SUB;  
N 0°03'34" W 27.92 FT; N 89°58'22" E 162.11 FT; N 0°03'34" W 100 FT; N 135.20 FT; S  
89°59'14" W 162.26 FT; N 0°03'34" W 166.45 FT; NE'LY ALG 2889.79 FT RADIUS CURVE  
TO L, 557.49 FT (CHD N 80°14'37" E); N 74°43' E 283.60FT; S 0°41'10" E 445.20 FT; S 8°26'  
W 80.13 FT; S 5°16' E 74.58 FT; W 822.13 FT TO BEG. BEING PART OF LOT 1 YARD  
SUB.

Parcel Number: 15021030070000 (for reference purposes only)

[Remainder of page left intentionally blank. Exhibit "B" follows.]

**EXHIBIT "B"**  
**EASEMENT AREA**

**Dominion Gas Easement 1**

Beginning at a point being North 00°03'34" West, along the monument line of Navajo Street, 1055.17 feet and North 89°56'26" East, 30.70 feet from a monument located at the intersection of 300 South Street and Navajo Street; said point also being South 00°03'34" East, along the section line, 1387.21 feet and North 89°56'26" East, 28.66 feet from the Northeast Corner of Section 3, Township 1 South, Range 1 West, Salt Lake Base and Meridian; and running thence North 00°03'34" West 20.00 feet; thence East, 445.78 feet; thence North, 166.31 feet; thence East, 44.00 feet; thence South, 166.31 feet; thence East, 246.00 feet; thence North, 178.59 feet; thence North 13°23'32" East, 131.34 feet; South 76°36'28" East, 46.22 feet; South 13°55'23" West, 165.77 feet; thence South, 154.75 feet; thence West, 771.26 to the point of beginning.

Contains: 0.81 Acres (or 35,071 sq. ft.)

**Dominion Gas Easement 2**

Beginning at a point being North 00°03'34" West, along the monument line of Navajo Street, 1446.63 feet and North 89°56'26" East, 30.70 feet from a monument located at the intersection of 300 South Street and Navajo Street; said point also being South 00°03'34" East, along the section line, 995.75 feet and North 89°56'26" East, 28.66 feet from the Northeast Corner of Section 3, Township 1 South, Range 1 West, Salt Lake Base and Meridian; and running thence North 00°03'34" West, 34.00 feet; thence East, 204.70 feet; thence South, 215.15 feet; thence East, 534.29 feet; thence South 13°23'32" West 12.05 feet; thence South, 12.28 feet; thence West, 581.50 feet; thence North, 146.02 feet; thence West, 116.42 feet; thence North, 20.00 feet; thence East, 116.42 feet; thence North, 39.13 feet; thence West, 154.66 feet to the point of beginning.

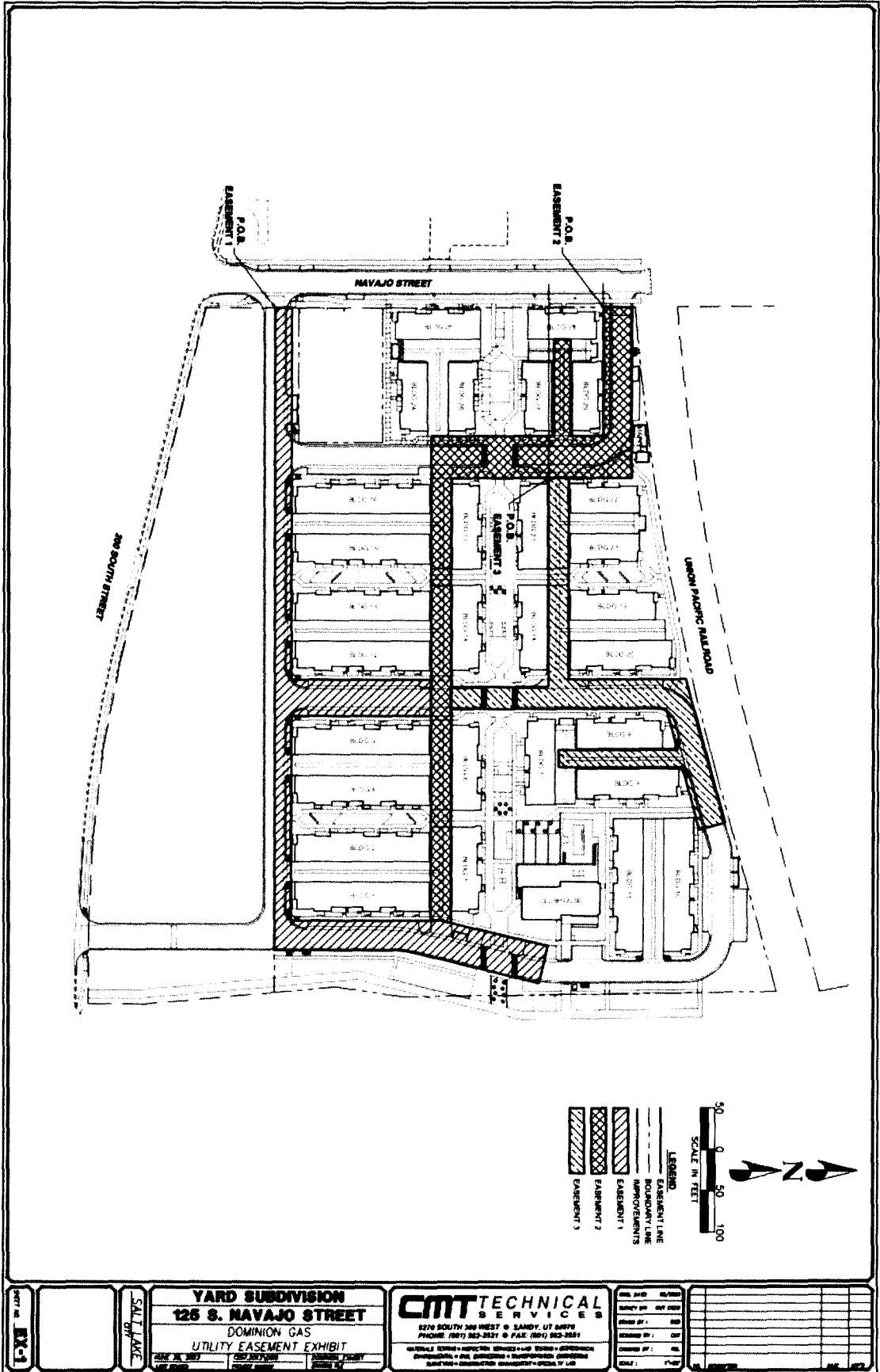
Contains: 0.74 Acres (or 32,317 sq. ft.)

**Dominion Gas Easement 3**

Beginning at a point being North 00°03'34" West, along the monument line of Navajo Street, 1381.44 feet and North 89°56'26" East, 235.30 feet from a monument located at the intersection of 300 South Street and Navajo Street; said point also being South 00°03'34" East, along the section line, 1060.94 feet and North 89°56'26" East, 233.26 feet from the Northeast Corner of Section 3, Township 1 South, Range 1 West, Salt Lake Base and Meridian; and running thence North, 24.00 feet; thence East, 241.51 feet; thence North, 139.79 feet; thence North 74°43'00" East, 178.90 feet; thence South 15°17'00" East, 32.00 feet; thence South 74°43'00" West, 77.76 feet; thence South, 147.27 feet; thence West, 20.00 feet; thence North, 141.81 feet; thence South 74°43'00" West, 52.34 feet; thence South, 256.48 feet; thence West, 27.00 feet; thence North, 116.17 feet; thence West, 250.01 feet to the point of beginning.

Contains: 0.52 Acres (or 22,497 sq. ft.)

[Remainder of page left intentionally blank. Graphic depiction follows.]



1577 EX-1	SALT LAKE COUNTY	<b>YARD SUBDIVISION</b> <b>125 S. NAVAJO STREET</b> DOMINION GAS UTILITY EASEMENT EXHIBIT	<b>CMT TECHNICAL SERVICES</b> 5270 SOUTH 240 WEST • SANDY, UT 84070 PHONE: (801) 882-2522 • FAX: (801) 882-2581 <small>WEBSITE: WWW.CMTTECHSERVICES.COM</small> <small>CONTRACTS • DESIGN • SURVEYING • LAND SURVEY • ENGINEERING</small> <small>CONSULTING • ENV. SERVICES • TRANSPORTATION SERVICES</small> <small>LAND • CONSTRUCTION MANAGEMENT • SPECIALTY LAB</small>	SHEET NO.: TOTAL SHEETS: DATE:	SCALE: DRAWN BY: CHECKED BY: APPROVED BY:
		DATE:		DATE:	