

WHEN RECORDED MAIL TO:  
AA Alpine Self Storage – West Valley City, LLC  
74 East 500 South  
American Fork, Utah 84003

14204365 B: 11471 P: 5118 Total Pages: 9  
02/13/2024 11:39 AM By: zjorgensen Fees: \$40.00  
Rashelle Hobbs, Recorder, Salt Lake County, Utah  
Return to AA ALPINE SELF STORAGE  
74 EAST 500 SOUTHAMERICAN FORK, UT 84003



*Space above for County Recorder's use*  
PARCEL I.D.# 14-26-476-044  
14-26-476-031

**RIGHT-OF-WAY AND EASEMENT AGREEMENT**  
42068 + 42070

AA Alpine Self Storage – West Valley City, LLC, a Utah limited liability company, with an address of 74 E 500 S, American Fork, UT 84003 (“**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 TEN DOLLARS (\$10.00) in hand paid and other good and valuable consideration, receipt of which is hereby acknowledged, a perpetual non-exclusive right-of-way and easement (“**Easement**”) to construct, lay, maintain, operate, repair, alter, inspect, protect, make connections to, remove, replace and abandon in place (whether above or below ground) pipelines, valves, valve boxes and install cathodic monitoring and mitigation facilities and other gas transmission and distribution facilities (collectively, the “**Facilities**”), at Grantee’s sole cost and expense, through and across the following portion of the 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 (“**Grantor’s Property**”) and more particularly described as follows, to-wit (“**Easement Area**”) :

**South Easement-**

A 20-FOOT-WIDE NATURAL GAS LINE EASEMENT LOCATED IN THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 1 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, SALT LAKE COUNTY, UTAH, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 26; THENCE NORTH 00° 10’ 14” WEST 383.76 FEET ALONG THE SECTION LINE; THENCE WEST 652.96 FEET TO A POINT ON THE WEST BOUNDARY OF MOUNTAIN VIEW BUSINESS PLAZA, SAID POINT BEING THE POINT OF BEGINNING #4;

THENCE NORTH 73° 00’ 04” EAST 36.21 FEET TO A POINT ON THE SOUTH BOUNDARY OF A RIGHT OF WAY AND EASEMENT GRANTED TO MOUNTAIN FUEL SUPPLY COMPANY IN ENTRY 3985497 IN BOOK 5585 PAGE 667;

THENCE ALONG THE WEST BOUNDARY OF SAID RIGHT OF WAY AND EASEMENT THE FOLLOWING 2 COURSES:

1. SOUTH 89° 59' 10" WEST 17.16 FEET;
2. NORTH 00° 09' 50" WEST 15.66 FEET;  
THENCE SOUTH 73° 00' 04" WEST 18.29 FEET TO A POINT ON THE WEST BOUNDARY OF MOUNTAIN VIEW BUSINESS PLAZA;  
THENCE SOUTH 00° 09' 50" EAST 20.90 FEET ALONG THE WEST BOUNDARY OF MOUNTAIN VIEW BUSINESS PLAZA TO THE POINT OF BEGINNING #4.

CONTAINS 411 SQUARE FEET OR 0.00944 ACRES.

**North Easement-**

A 20-FOOT-WIDE NATURAL GAS LINE EASEMENT LOCATED IN THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 1 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, SALT LAKE COUNTY, UTAH, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 26; THENCE NORTH 00° 10' 14" WEST 1136.36 FEET ALONG THE SECTION LINE; THENCE WEST 652.87 FEET TO A POINT ON THE WEST BOUNDARY OF MOUNTAIN VIEW BUSINESS PLAZA, SAID POINT BEING THE POINT OF BEGINNING #3;

THENCE NORTH 89° 50' 10" EAST 17.50 FEET TO A POINT ON THE WEST BOUNDARY OF A RIGHT OF WAY AND EASEMENT GRANTED TO MOUNTAIN FUEL SUPPLY COMPANY IN ENTRY 4124909;

THENCE SOUTH 00° 09' 50" EAST 20.00 FEET ALONG THE BOUNDARY OF SAID RIGHT OF WAY AND EASEMENT;

THENCE SOUTH 89° 50' 10" WEST 17.50 FEET TO A POINT ON THE WEST BOUNDARY OF MOUNTAIN VIEW BUSINESS PLAZA;

THENCE NORTH 00° 09' 50" WEST 20.00 FEET ALONG THE WEST BOUNDARY OF MOUNTAIN VIEW BUSINESS PLAZA TO THE POINT OF BEGINNING #3.

CONTAINS 350 SQUARE FEET OR 0.00803 ACRES.

TO HAVE AND TO HOLD the same unto said Grantee, its successors and assigns, in perpetuity, with the right of ingress and egress to and from said Easement to construct, lay, maintain, operate, repair, alter, inspect, protect, make connections to, remove, replace and abandon in place (whether above or below ground) the same, at Grantee's sole cost and expense. This Easement shall carry with it the right to use any available access roads for the purpose of conducting the foregoing activities. During temporary periods, Grantee may use such portion of the property along and adjacent to the Easement Area as may be reasonably necessary in connection with construction, maintenance, repair, removal or replacement of the Facilities. Grantor shall have the right to use said premises 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 and Grantee, as applicable, do 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 Easement Area, any building, retaining walls, rock walls, footings or permanent improvement which impairs the maintenance or operation of the Facilities.

2. Grantor shall not change the contour within the Easement Area 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 Easement Area, without prior written consent of Grantee.

4. Grantor shall not place personal property within the Easement Area 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 or similar obstructions, which may injure or interfere with Grantee's use, occupation or enjoyment of the Easement Area, and without any obligation of restoration or compensation.

6. Grantor agrees to indemnify and hold harmless Grantee from and against all claims, demands, suits, costs, expenses, liabilities, fines, penalties, losses, damages and injury to person, property or otherwise, including, without limitation, direct, indirect and consequential damages, court costs and reasonable attorney's fees, arising from or in any respect related to any exercise of or use of the Easement or Facilities by Grantor, except such injury, loss or damage as shall have been caused by the gross negligence or willful act of the Grantee.

This Right-of-Way and Easement Agreement contains all covenants and terms between Grantor and Grantee related to the terms herein. Except as otherwise expressly stated herein, any subsequent amendment or modification to this agreement must be in writing and agreed to by Grantor and Grantee. This agreement shall be governed by and construed in accordance with the laws of the State of Utah.

This Easement 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 either party.

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

(Signature Page to Follow)



WITNESS the execution hereof this 10 day of Feb, 2024

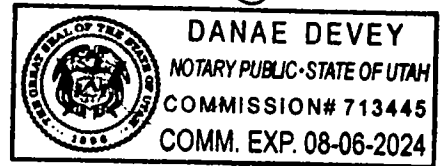
AA Alpine Self Storage – West Valley City, LLC

By: [Signature]  
member, Authorized Signatory

STATE OF Utah )  
 ) ss.  
COUNTY OF Utah )

On the 10 day of Feb, 2024 personally appeared before me \_\_\_\_\_  
Roman M. Frazier who, being duly sworn, did say  
that he she is an Authorized Signatory of AA Alpine Self Storage – West Valley City, 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



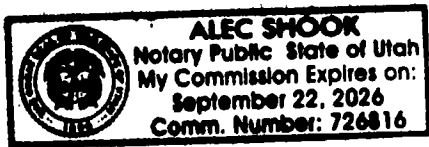
WITNESS the execution hereof this 8<sup>th</sup> day of February, 2021

Questar Gas Company dba Dominion  
Energy Utah

By: [Signature]  
Paul Swan, Authorized Signatory

STATE OF Utah )  
 ) ss.  
COUNTY OF Salt Lake )

On the 8<sup>th</sup> day of February, 2021 personally appeared before me \_\_\_\_\_  
Paul Swan who, being duly sworn, did say  
that he/she is an Authorized Signatory of Questar Gas Co. P/B/A DGV, 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

**EXHIBIT "A"**  
**Grantor's Property**

Lot 2, MOUNTAIN VIEW BUSINESS PLAZA SUBDIVISION, according to the official plat thereof on file in the office of the Recorder, Salt Lake County, Utah.

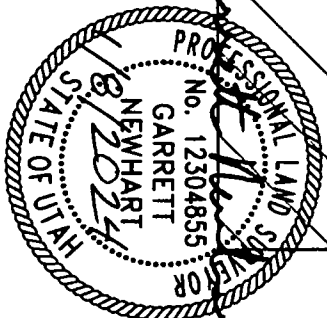
Parcel ID: 14-26-476-044

**PARCEL 14:**

Beginning South 89°59'10" West 500.01 feet and North 00°08'47" West 360.30 feet from the Southeast corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian and running thence South 89°50'10" West 60.00 feet; thence North 00°08'47" West 2.85 feet; thence South 89°58'47" West 93.10 feet; thence North 00°09'50" West 64.90 feet; thence North 89°50'10" East 40.00 feet; thence South 00°09'50" East 5.00 feet; thence North 89°50'10" East 113.12 feet; thence South 00°08'47" East 63.00 feet to the point of beginning.

Parcel ID: 14-26-476-031

BUILDING



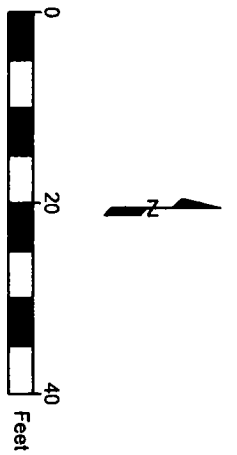
OWNER: MICRO FLEX 2 MOUNTAIN VIEW, LLC  
 PARCEL 14264760440000

GRANTOR: AA ALPINE STORAGE  
 PARCEL 14264760310000

SECTION 26, T.1S. R.2W. S.L.B. &M.  
 FOUND BRASS CAP

EAST 1/4 CORNER  
 SECTION 26, T.1S. R.2W. S.L.B. &M.  
 FOUND BRASS CAP

MOUNTAIN FUEL SUPPLY COMPANY  
 RIGHT OF WAY AND EASEMENT  
 ENTRY 3985497 BK 5585 PG 667



N 0° 10' 14" W 2643.77' MON TO MON (BASIS OF BEARING)

**SYMBOL LEGEND**

	POINT OF BEGINNING
	POINT OF INTERSECTION
	SECTION CORNER
	CENTER OF SECTION

**LINE LEGEND**

	POINT OF BEGINNING TIE
	FENCE LINE

	DEU R.O.W. LINE
	DEU R.O.W. CENTER LINE
	HWY R.O.W. LINE
	SECTION LINE
	PROPERTY LINE

DEU R.O.W. #: \_\_\_\_\_ MJ #: \_\_\_\_\_  
 GRANTOR: AS SHOWN  
 DRAWN BY: G. NEWHART  
 PLOT DATE: 08/01/2024



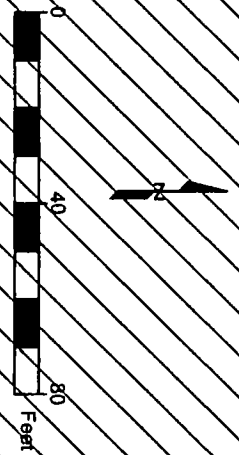
DOMINION ENERGY UTAH  
 1140 WEST 200 SOUTH  
 SALT LAKE CITY, UTAH 84104

PROPOSED DOMINION ENERGY UTAH  
 RIGHT-OF-WAY LOCATED IN  
 SECTION: 26 TOWNSHIP: 1S RANGE: 2W  
 SALT LAKE COUNTY, UTAH

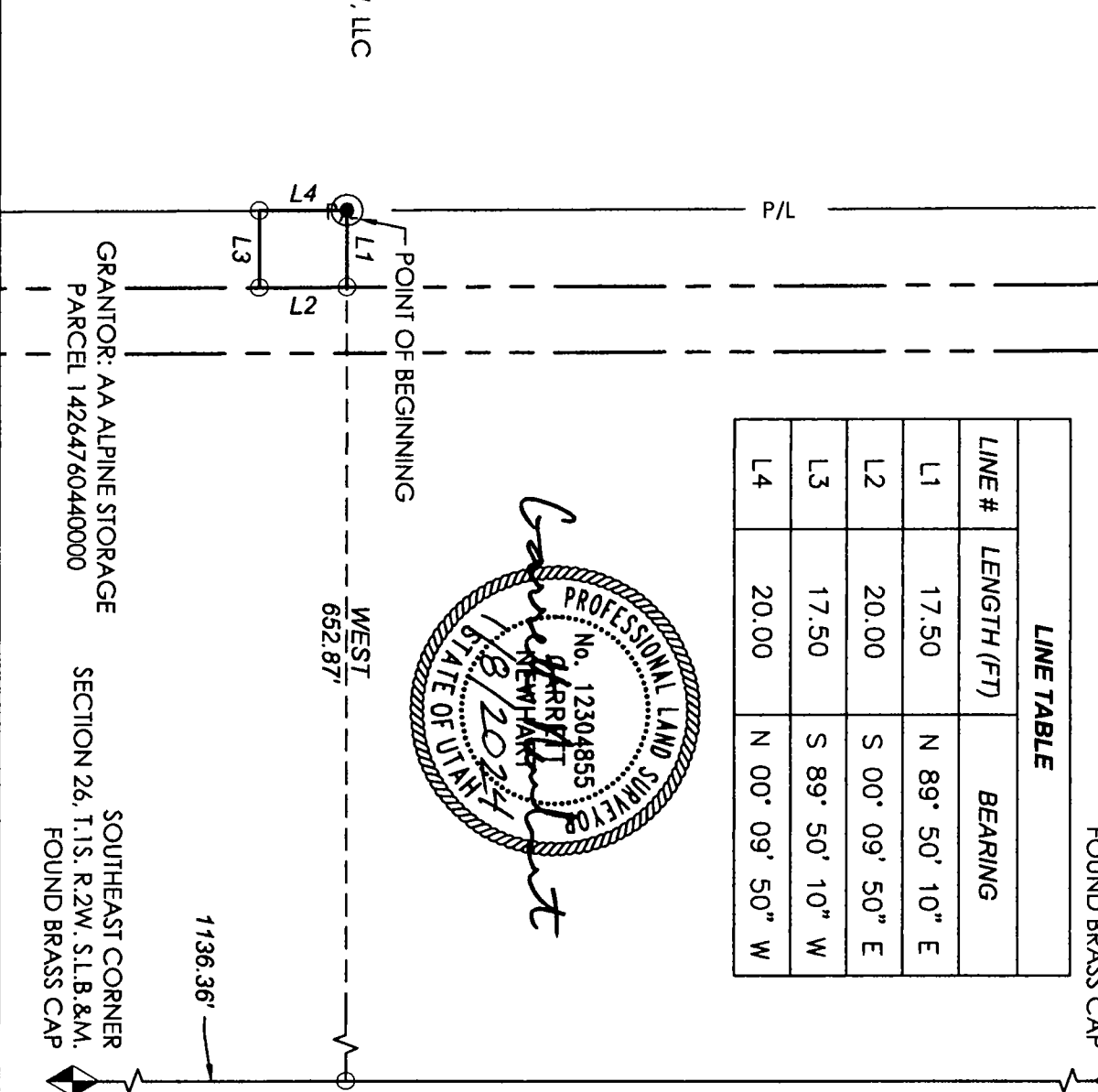
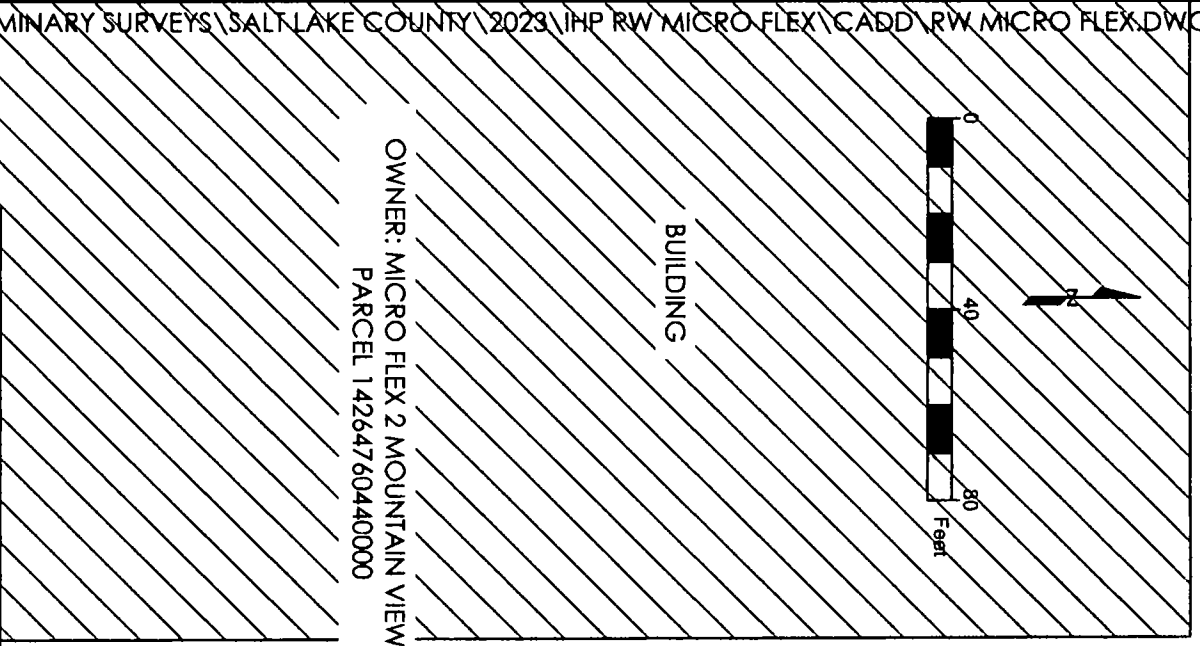
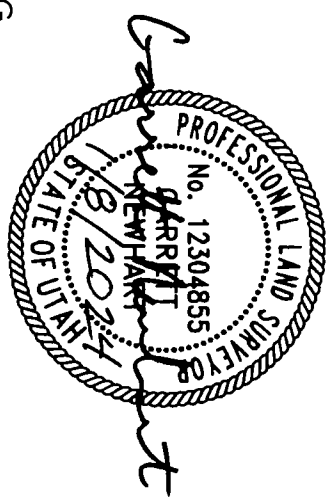


MOUNTAIN FUEL SUPPLY COMPANY  
RIGHT OF WAY AND EASEMENT  
ENTRY 4124909

EAST 1/4 CORNER  
SECTION 26, T.1S, R.2W, S.L.B.&M.  
FOUND BRASS CAP



LINE TABLE		
LINE #	LENGTH (FT)	BEARING
L1	17.50	N 89° 50' 10" E
L2	20.00	S 00° 09' 50" E
L3	17.50	S 89° 50' 10" W
L4	20.00	N 00° 09' 50" W



N 0° 10' 14" W 2643.77' MON TO MON (BASIS OF BEARING)

SYMBOL LEGEND

	POINT OF BEGINNING		SECTION CORNER
	POINT OF INTERSECTION		CENTER OF SECTION

LINE LEGEND

	POINT OF BEGINNING TIE
	FENCE LINE

	DEU R.O.W. LINE		SECTION LINE
	DEU R.O.W. CENTER LINE		PROPERTY LINE
	HWY R.O.W. LINE		

DEU R.O.W. #:  
GRANTOR: AS SHOWN  
DRAWN BY: G. NEWHART  
PLOT DATE: 08/01/2024



DOMINION ENERGY UTAH  
1140 WEST 200 SOUTH  
SALT LAKE CITY, UTAH 84104

PROPOSED DOMINION ENERGY UTAH  
RIGHT-OF-WAY LOCATED IN  
SECTION: 26 TOWNSHIP: 1S RANGE: 2W  
SALT LAKE COUNTY, UTAH