

WHEN RECORDED MAIL TO:

Questar Gas Company
P.O. Box 45360, Right-of-way; AS
Salt Lake City, UT 84145-0360

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06/12/2024 11:14 AM By: Jattermann 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

Space above for County Recorder's use
PARCEL I.D.# 27-12-402-042

RIGHT-OF-WAY AND EASEMENT GRANT

Mountain America Federal Credit Union, a corporation of the State of Utah, Grantor, does hereby convey 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 non-exclusive 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"), said right-of-way being 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:

Land of the Grantor located in Section 12, Township 3 South, Range 1 West,
Salt Lake Base and Meridian;

Beginning at a point being North 89°40'00" East 92.57 feet to a Salt Lake County survey monument in State Street and South 00°08'34" East 882.19 feet along the monument line in State Street and West 1,873.22 feet from the East Quarter Corner of Section 12, Township 3 South, Range 1 West, Salt Lake Base and Meridian; and running

thence South 05°20'56" East 20.06 feet;
thence South 80°14'00" West 95.74 feet;
thence West 300.22 feet;
thence North 86°56'11" West 84.33 feet;
thence West 35.19 feet;
thence North 20.00 feet;
thence East 35.73 feet;
thence South 86°56'11" East 84.33 feet;
thence East 297.98 feet;
thence North 80°14'00" East 95.57 feet to the point of beginning.

Contains 10,291.6 Square Feet or 0.236 Acres

COURTESY RECORDING ONLY
Cottonwood Title disclaims any
liability as to the condition of title
and as to the content, validity,
or effects of this document.

TO HAVE AND TO HOLD the same unto said Grantee, its successors and assigns, so long the 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 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.

IN WITNESS WHEREOF, Grantor has caused its corporate name and seal to be hereunto affixed this 22nd day of May, 2024.

Mountain America Federal Credit Union

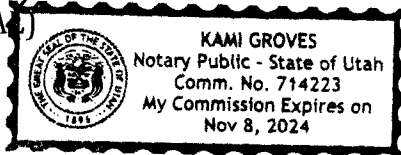
~~_____
[Secretary], Secretary~~

By: Chris Tapia

[President], President

SVP Property Services

(SEAL)



STATE OF UTAH)
) ss.

COUNTY OF [COUNTY] Salt Lake.

On the 22nd day of May, 2024 personally appeared before me Chris Tapia and _____ who, being duly sworn, did say that they are the SVP and _____, respectively, of Property Services, and that the foregoing instrument was signed on behalf of said corporation by authority of a resolution of its Board of Directors or its Bylaws, and said SVP Property Services acknowledged to me that said corporation duly executed the same.

Kami Groves

Notary Public

