

WHEN RECORDED MAIL TO:

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

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Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: QUESTAR GAS COMPANY
PO BOX 45360 SALT LAKE CITY, UT 841450360



Space above for County Recorder's use
PARCEL I.D.# 27-31-476-003-0000

RIGHT-OF-WAY AND EASEMENT GRANT

RW # 42275

SOUTH MOUNTAIN ADVANCEMENT, LLC, a Delaware limited liability company, with an address of 5670 Wilshire Blvd, Suite 1250, Los Angeles, California ("**Grantor**"), does hereby convey and warrant to QUESTAR GAS COMPANY, a corporation of the State of Utah, dba Enbridge Gas 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 right-of-way and easement ("**Easement**") 10 feet in width 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**"), 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. The centerline of said Easement shall extend through and across the above-described land and premises as follows, to-wit:

See Exhibit "A."

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. 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 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 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 shall not build or construct, nor permit to be built or constructed, over or across the Easement, 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 Easement 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, without prior written consent of Grantee.

4. Grantor shall not place personal property within the Easement 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, 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, Grantor's agents, employees, invitees or as a result of Grantor's negligence.

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 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 _____ day of _____, 20_____.

SOUTH MOUNTAIN
ADVANCEMENT, LLC

By- , Manager

CA
STATE OF ~~UTAH~~)
COUNTY OF LA) ss.
)

On the 6 day of September, 2024 personally appeared before me
Steven Usdan who, being duly sworn, did say
that he/she is a Manager of South Mountain, 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

JURAT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 6 day of September, 2024 by Steven Usdan

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.



Signature

(Seal)



OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Right of way and

(Title or description of attached document)

Easement grant

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

Additional information _____

INSTRUCTIONS

The wording of all Jurats completed in California after January 1, 2015 must be in the form as set forth within this Jurat. There are no exceptions. If a Jurat to be completed does not follow this form, the notary must correct the verbiage by using a jurat stamp containing the correct wording or attaching a separate jurat form such as this one which does contain the proper wording. In addition, the notary must require an oath or affirmation from the document signer regarding the truthfulness of the contents of the document. The document must be signed AFTER the oath or affirmation. If the document was previously signed, it must be re-signed in front of the notary public during the jurat process.

- State and county information must be the state and county where the document signer(s) personally appeared before the notary public.
- Date of notarization must be the date the signer(s) personally appeared which must also be the same date the jurat process is completed.
- Print the name(s) of the document signer(s) who personally appear at the time of notarization.
- Signature of the notary public must match the signature on file with the office of the county clerk.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different jurat form.
 - ❖ Additional information is not required but could help to ensure this jurat is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
- Securely attach this document to the signed document with a staple.

Exhibit "A"

A 20.00 foot wide easement for gas facilities, located in the Southeast Quarter of Section 31, Township 3 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey, in Riverton City, Salt Lake County, Utah; being 10.00 feet each side of the following described centerline:


Beginning at a point on the Westerly line of King Solomon Drive (4130 West Street) as dedicated per The Village at South Mountain West Subdivision recorded January 26, 2024 as Entry No. 14198242 in Book 2024P at Page 15 of the Official Records of Salt Lake County, located 1744.93 feet South 89°33'28" East along the South line of said Section 31; and 298.42 feet North 0°26'32" East from a Brass Cap Monument found marking the South Quarter Corner of said Section 31; and running thence North 89°33'36" West 442.19 feet to the Westerly line of Lot 1 of said Subdivision and the termination of this easement centerline.

Also:

Beginning at a point on the Easterly line of said King Solomon Drive (4130 West Street) as Dedicated per said Subdivision, located 1819.18 feet South 89°33'28" East along said South line of Section 31; and 298.42 feet North 0°26'32" East from a Brass Cap Monument found marking said South Quarter Corner of Section 31; and running thence South 89°33'36" East 290.59 feet to a point of curvature; thence Southeasterly along the arc of a 61.00 foot radius curve to the right a distance of 19.02 feet (Central Angle equals 17°51'52", and Long Chord bears South 80°37'40" East 18.94 feet) to a point of reverse curvature; thence Southeasterly along the arc of a 51.00 foot radius curve to the left a distance of 15.90 feet (Central Angle equals 17°51'52" and Long Chord bears South 80°37'40" East 15.84 feet) to a point of tangency; thence South 89°33'36" East 121.96 feet to the Westerly line of Old Liberty Way as dedicated per Riverton City Western Commercial District Road Dedication Plat recorded August 14, 2019 as Entry No. 13051519 in Book 2019P at Page 225 of the Official Records of Salt Lake County and the termination of this easement centerline.

Note:

The sidelines of the above described easement are to be lengthened or shortened to exactly match said Easterly and Westerly lines of King Solomon Drive and said Westerly line of Old Liberty Way.


3 Sep, 2024

