

WHEN RECORDED MAIL TO:

Questar Gas Company  
P.O. Box 45360, Right-of-way  
Salt Lake City, UT 84145-0360  
Mountainview Plaza – Signage encroachment-RM

14359099 B: 11557 P: 791 Total Pages: 10  
03/18/2025 08:08 AM By: tpham Fees: \$40.00  
Rashelle Hobbs, Recorder, Salt Lake County, Utah  
Return To: QUESTAR GAS COMPANY  
PO BOX 45360 SLC, UT 84145



*Space above for County Recorder's use*  
PARCEL I.D.# 26-25-402-0003, 26-25-402- 0004,  
26-25-402-0005, 26-25-402-0006,  
26-25-402-0007, 26-25-402-0008, and  
26-25-402-0009

**ENCROACHMENT LICENSE AGREEMENT**  
**RW# 42387**

QUESTAR GAS COMPANY, a corporation of the State of Utah, dba Enbridge Gas Utah (“Licensor”), its successors and assigns, owns certain right-of-way and easement, or rights set forth by Franchise Agreement (“ROW”), as identified herein Exhibit A, attached hereto, and incorporated herein. Mountainview Plaza, LLC, a Utah limited liability company, (“Licensee”) owns certain property located at 12283 S. Herriman Main St. Herriman, UT 84096, and as identified more particularly herein as Exhibit B, attached hereto, and incorporated herein.

Licensee placed or otherwise erected certain structures, which encroach upon or within Licensor’s ROW, as depicted herein Exhibit C, attached hereto, and incorporated herein.  
THEREFORE,

For the sum of TEN DOLLARS (\$10.00) in hand paid and other good and valuable consideration, receipt of which is hereby acknowledged, Licensor grants Licensee the right to encroach upon Licensor’s ROW to the extent depicted on Exhibit C. Licensee does hereby covenant, warrant and agree as follows:

1. Licensee shall not build or construct, nor permit to be built or constructed, over or across the ROW, any building, retaining walls, rock walls, footings or improvement which impairs or encumbers the ROW in any way, except as set forth in Exhibit C.
2. Licensee shall not change the contour within the ROW without prior written consent of Licensor.
3. Licensee shall not plant, or permit to be planted, any deep-rooted trees, or any vegetation with roots within the ROW without prior written consent of Licensor.
4. Licensee shall not place personal property within the ROW that impairs or otherwise encumbers the ROW in any way.

5. LICENSOR SHALL HAVE THE RIGHT TO REMOVE ALL timber, trees, brush, overhanging branches, landscaping, building, retaining walls, rock walls, footings, fences, personal property, or any other improvement, structure, or obstruction of any kind and nature whatsoever within the ROW, without liability and without any obligation of restoration or compensation to Licensee. Licensor shall provide written notice to Licensee of the foregoing removal of not less than three (3) business days, unless the removal is necessary for emergency purposes, in which case Licensor shall notify Licensee as soon as practicable. Further, Licensee grants Licensor access to Licensee's property to access the ROW in the event of removal under this Section 5. In the event of any removal, this License shall terminate and such termination shall be recorded in the appropriate jurisdiction.

6. Licensee agrees to indemnify, hold harmless and defend Licensor, its agents and employees, from any and all claims, mechanics liens, demands, damages, actions, violations, costs and charges for personal injury, property damage, environmental contamination or any other legal violations and any other liabilities whatsoever, including attorney's fees, arising out of or by any reason of Licensee's use of the ROW, or any activities conducted thereon by Licensee, Licensee's agents, employees, and/or invitees.

7. This Agreement shall be recorded in the official records of the applicable jurisdiction.

This Agreement shall be binding upon and inure to the benefit of the successors and assigns of Licensor and the successors and assigns of Licensee, and may be assigned in whole or in part by Licensor.

*[Signatures on following page]*

WITNESS the execution hereof this 4<sup>th</sup> day of February 2025.

*March 8*

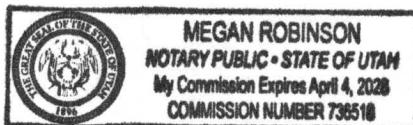
**LICENSOR:**  
Questar Gas Company  
Dba Enbridge Gas Utah

By: *Yuka Jenkins*

Print Name: Yuka Jenkins  
Its: Authorized Representative

STATE OF UTAH )  
 ) ss.  
COUNTY OF SALT LAKE )

On the 4<sup>th</sup> day of March, 2025 personally appeared before me  
Yuka Jenkins, who, being duly sworn, did say that she is  
Authorized Representative for QUESTAR GAS COMPANY, dba ENBRIDGE GAS UTAH, and  
that the foregoing instrument was signed on behalf of said corporation pursuant to a Delegation of  
Authority.



*Megan Robinson*

Notary Public

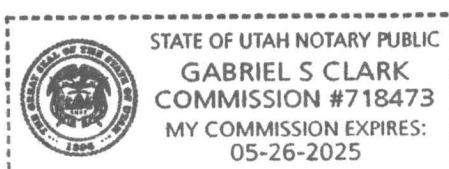
**LICENSEE:**  
Mountainview Plaza, LLC

By: *Sheldon Killpack*

Print Name: *Sheldon Killpack*  
Its: *Manager*

STATE OF UTAH )  
 ) ss.  
COUNTY OF Davis )

On the 27<sup>th</sup> day of February, 2025 personally appeared before me  
Sheldon Killpack who, being duly sworn, did say  
that he/she is a Manager of Mountainview Plaza, LLC, and that the foregoing instrument was  
signed on behalf of said company by authority of its Articles of Organization or its Operating  
Agreement.



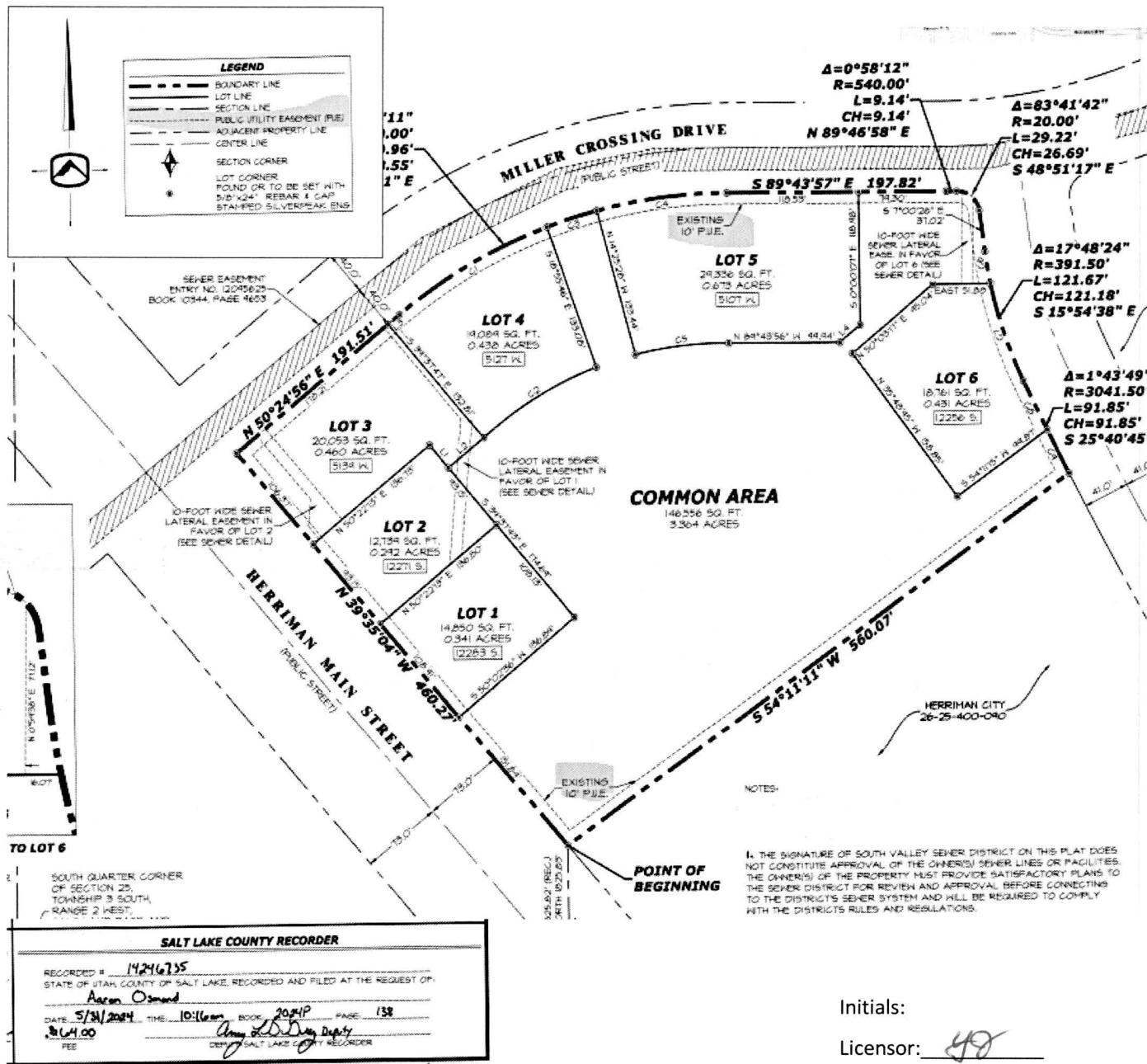
*Gabriel S. Clark*

Notary Public

Exhibit A

**MOUNTAINVIEW PLAZA**

Amending all of Lots 1 and 2, Game pointe Subdivision  
 Located in the Southeast Quarter of Section 25, Township 3 South, Range 2 West  
 Salt Lake Base and Meridian, Herriman City, Salt Lake County, Utah



Initials:

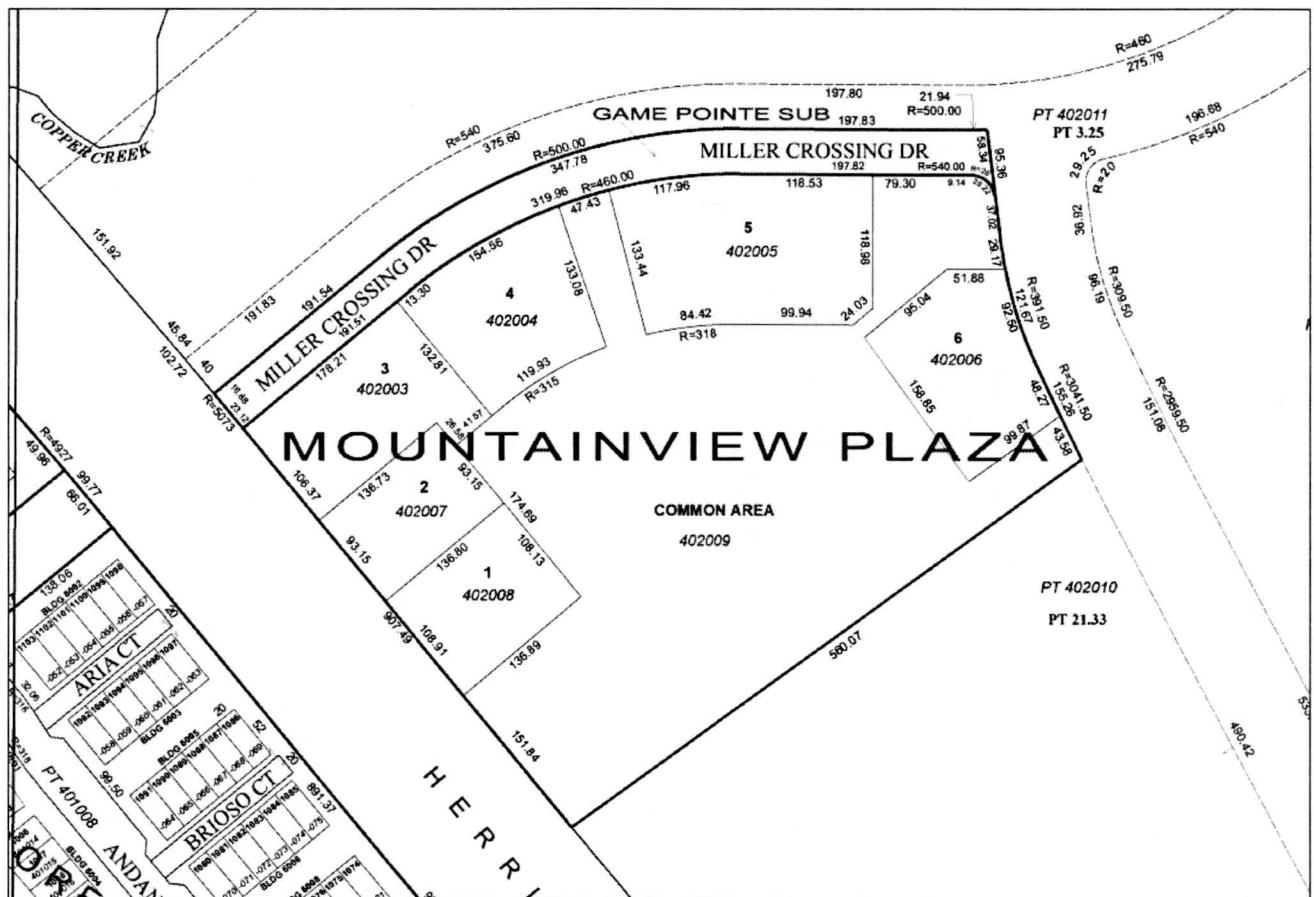
Licensor: JO

Licensee: MR

**Exhibit B (1 of 2)**

**Licensee's Property Description**

Parcel Numbers: 26-25-402-0003, 26-25-402-0004, 26-25-402-0005, 26-25-402-0006, 26-25-402-0007, 26-25-402-0008, and 26-25-402-0009



Initials:

Licensor: 

Licensee: John Doe

**Exhibit B (2 of 2)**

**Boundary description of Mountainview Plaza Subdivision:**

ALL OF LOTS 1 AND 2 OF THE GAME POINTE SUBDIVISION, RECORDED AS ENTRY NUMBER 13098518, BOOK 2019P, PAGE 2T1, ON OCTOBER 14, 2019 IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER. SAID SUBDIVISION IS LOCATED IN THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, HERRIMAN CITY, SALT LAKE COUNTY, UTAH

**Boundary description of Game Point Subdivision:**

Beginning at a point being South 89°36'54" East 507.23 feet along the section line and North 1,825.82 feet from the South Quarter Corner of Section 25, Township 3 South, Range 2 West, Salt Lake Base and Meridian; and running

thence North 39°35'04" West 483.39 feet;  
thence Northwesterly 16.88 feet along the arc of a 5,073.00 foot radius curve to the left (center bears South 50°24'56" West and the chord bears North 39°40'47" West 16.88 feet with a central angle of 00°11'26");  
thence North 50°24'56" East 191.54 feet;  
thence Northeasterly 347.78 feet along the arc of a 500.00 foot radius curve to the right (center bears South 39°35'04" East and the chord bears North 70°20'30" East 340.81 feet with a central angle of 39°51'08");  
thence South 89°43'56" East 197.83 feet;  
thence Northeasterly 21.94 feet along the arc of a 500.00 foot radius curve to the left (center bears North 00°16'04" East and the chord bears North 89°00'39" East 21.94 feet with a central angle of 02°30'50");  
thence South 07°00'26" East 95.36 feet;  
thence Southeasterly 121.67 feet along the arc of a 391.50 foot radius curve to the left (center bears North 82°59'34" East and the chord bears South 15°54'38" East 121.18 feet with a central angle of 17°48'24");  
thence Southeasterly 91.85 feet along the arc of a 3,041.50 foot radius curve to the left (center bears North 65°11'10" East and the chord bears South 25°40'45" East 91.85 feet with a central angle of 01°43'49");  
thence South 54°11'11" West 560.07 feet to the point of beginning.

Contains 291,360 Square Feet or 6.689 Acres and 2 Lots

Initials:

Licensor: 

Licensee: 

**Exhibit C (1 of 4)**

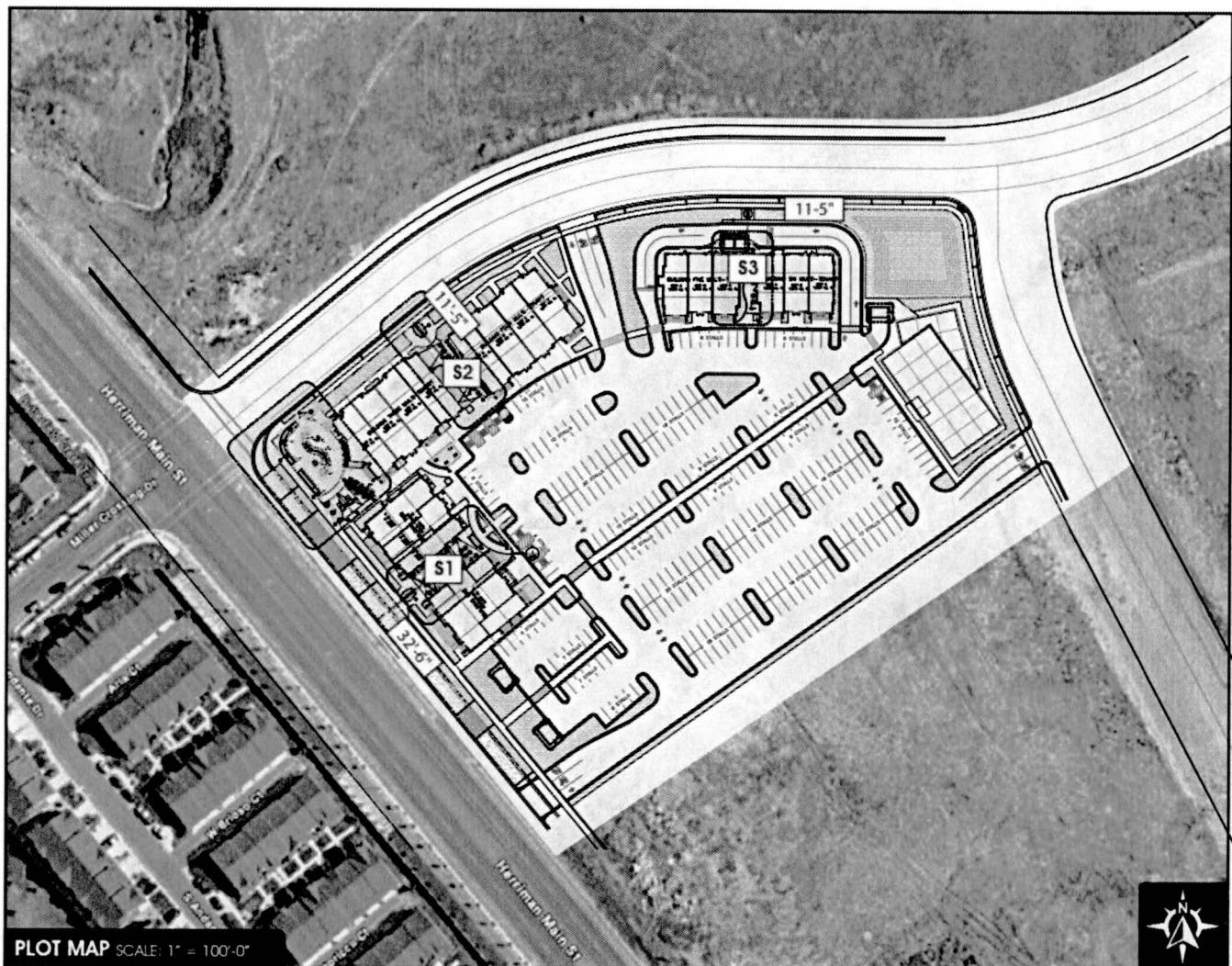
**Sign locations**

**DESIGN LEGEND**

**S1: INTERNALLY LIT D/S MONUMENT SIGN**  
- 6'-0" x 10'-6" OVERALL

**S2: INTERNALLY LIT D/S MONUMENT SIGN**  
- 6'-0" x 10'-6" OVERALL

**S3: INTERNALLY LIT D/S MONUMENT SIGN**  
- 6'-0" x 10'-6" OVERALL



Initials:

Licensor:

Licensee:

## Exhibit C (2 of 4)

### Monument Signs

#### INTERNAL MONUMENT SIGN

ALLIED TO MANUFACTURE & INSTALL

QTY (1) INTERNAL MONUMENT SIGN

**MAIN SIGN BODY:**

- A** TOP ACCENT: 2 x 8 Aluminum Rec Tube Painted P1
  - Angles Cut on Ends to Create "Pergola" Look
- B** POSTS: 3 x 3 Aluminum Posts Painted P1
- C** BASE: 2" Delta Jackson Ledge Natural Stone Veneer in Black, Blue/Gray, Brown, Gold, Rose to Match Building Complex
- D** CAP: .063 Aluminum Painted P4
- E** MOW PAD: Concrete 3" Above Grade
- F** INTERNALLY LIT D/S CABINET W/ PUSH THRU: "MOUNTAIN VIEW PLAZA"
- G** FACES: .090 Aluminum Painted P2
  - Routed & Backed w/ 3/16" Trans White Plex
  - 1/2" Clear Plex Applied Thru Face w/ Applied Vinyl
  - VINYL: Vinyl to Match V1
- H** RETURNS: .063 Aluminum Painted P2
- I** ILLUMINATION: White LED's
- J** POWER SUPPLY: Housed in Cabinet

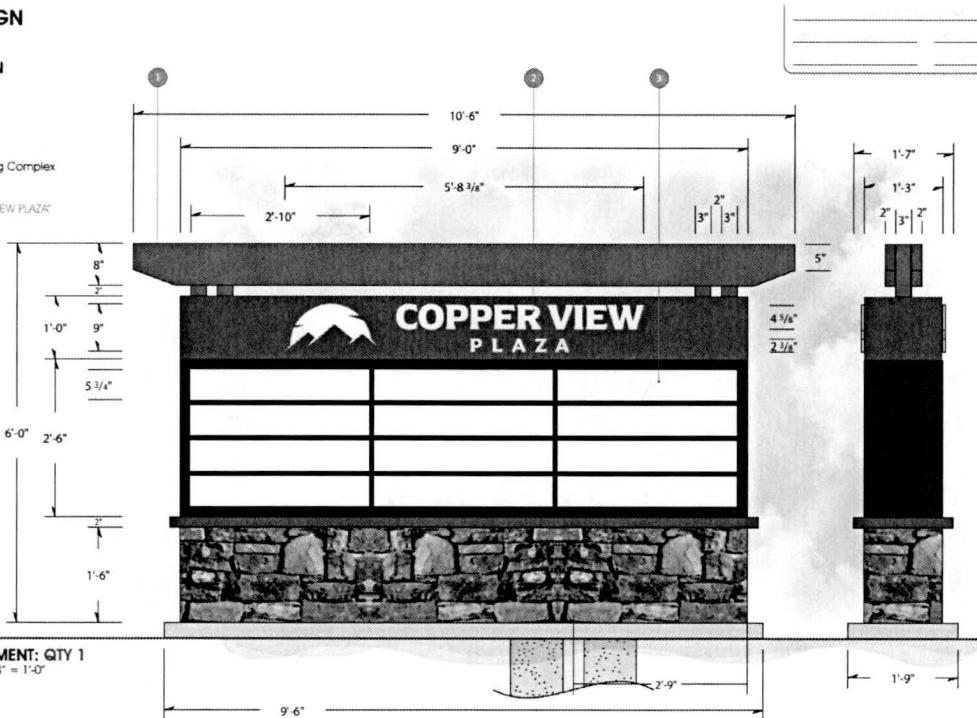
**INTERNAL LIT D/S CABINET SIGN: "TENANTS":**

- A** FACES: 3/16" Trans White Plex
- B** RETAINERS: 2" .063 Black Aluminum
  - T-BAR: 1 1/2" Aluminum Painted P3
- C** RETURNS: .063 Black Aluminum
- D** ILLUMINATION: White LED's
- E** POWER SUPPLY: Housed in Cabinet

- Support: 4" Sched. 40 Pipe
- Footing: 2'-0" Ø x 5'-6" Concrete
- Visible Disconnect Switch at Sign
- 120V Service Supplied by Others
- ELECTRICAL GROUNDED TO PIPE SUPPORT

PAINT SCHEDULE	
P1:	SW 5054 CANNON CLAY
P2:	SW 7048 URBANE BRONZE
P3:	VALSPAR BLACK, GLOSS
P4:	VALSPAR IN DK. GRAY

VINYL SCHEDULE	
V1:	3M WHITE 3630 20



Initials: GD

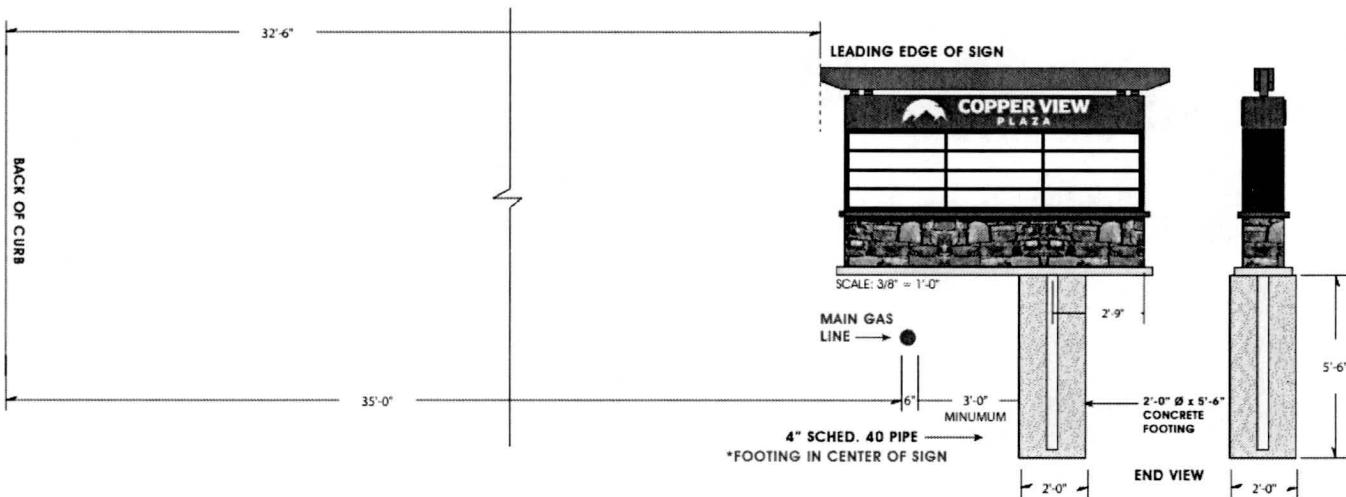
Licensor: GD

Licensee: GD

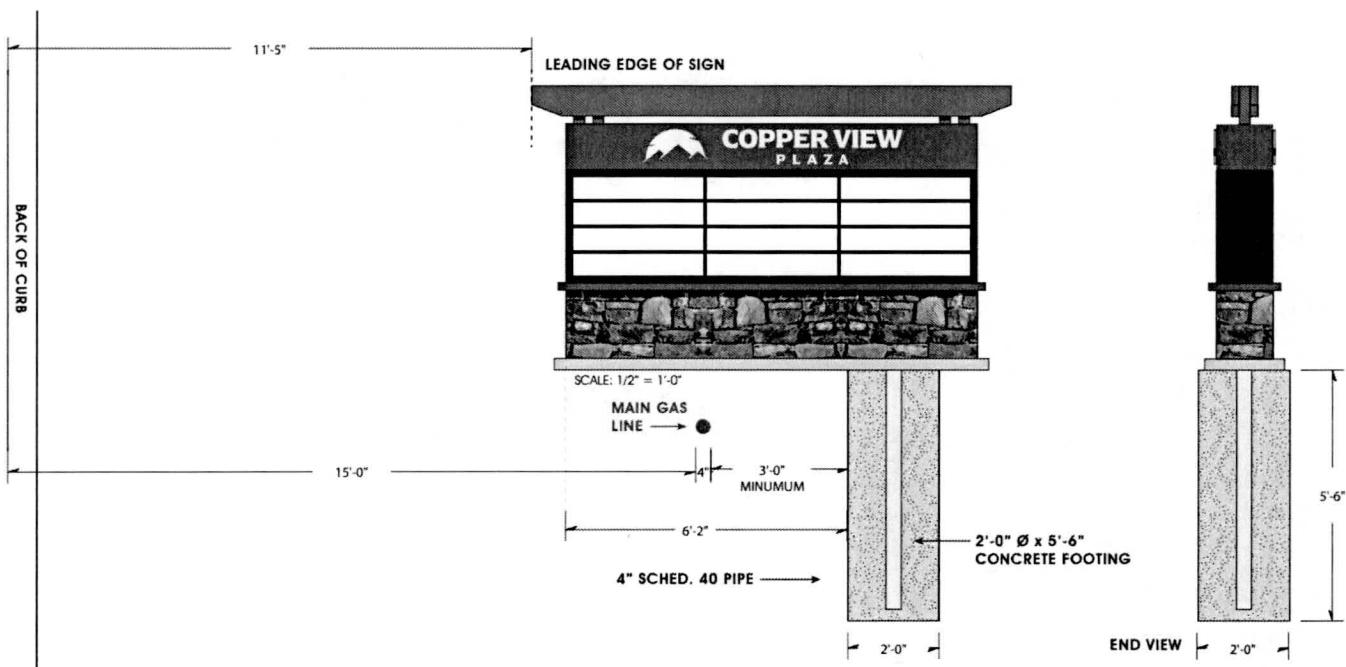
**Exhibit C (3 of 4)**

1. All 3 signs (S1, S2, and S3) to be installed min. 3' separation between the footing/foundation of the 3 signs (S1, S2, and S3) and the pipeline as shown below.

## S1 Monument Sign – Footing Layout



## **S2 Monument Sign – Footing Layout**



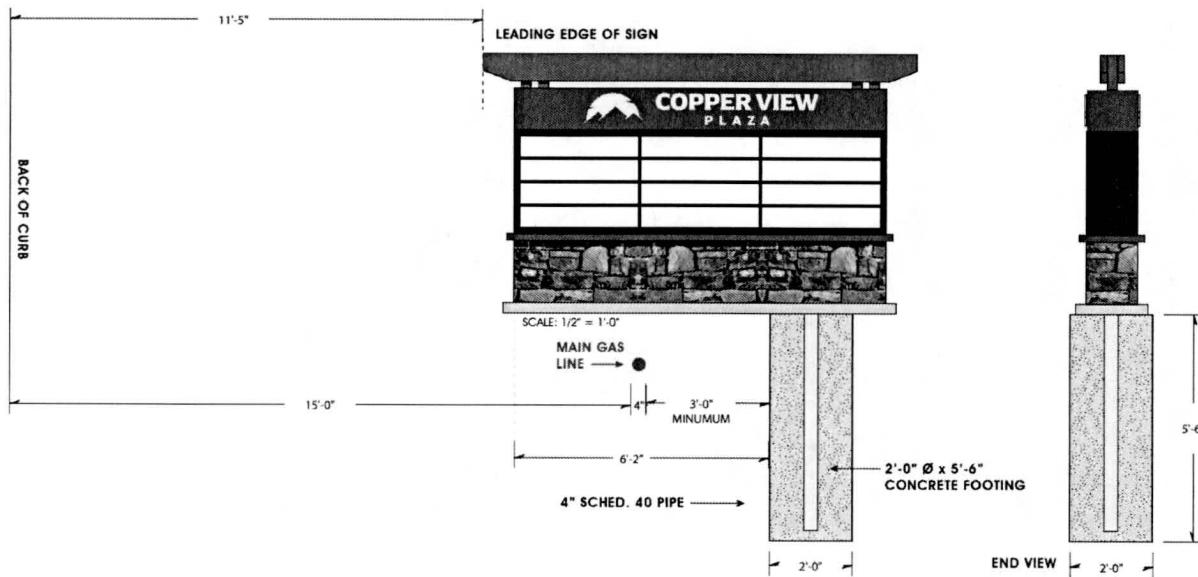
Initials:

Licensor:

Licensee:

**Exhibit C (4 of 4)**

**S3 Monument Sign – Footing Layout**



Initials: \_\_\_\_\_

Licensor: 

Licensee: 