

**WHEN RECORDED MAIL TO:**  
Questar Gas Company  
P.O. Box 45360, Right-of-way  
Salt Lake City, UT 84145-0360  
Syracuse.city.sl4135671.ah

3536159  
BK 8293 PG 205

E 3536159 B 8293 P 205-208  
RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
7/12/2023 12:11 PM  
FEE 0.00 Pgs: 4  
DEP AAM REC'D FOR SYRACUSE  
CITY

Syracuse City  
c/o Cassie Brown, City Recorder  
1979 W. 1900 S.  
Syracuse, UT 84075

**RETURNED**  
JUL 12 2023

Space above for County Recorder's use  
PARCEL I.D.# 121030080, 121030057 ✓

**RIGHT-OF-WAY AND EASEMENT GRANT**  
**41806**

SYRACUSE CITY, a body corporate and politic of the State of Utah, Grantor, does hereby convey and warrant to QUESTAR GAS COMPANY dba DOMIONION ENERGY UTAH, a corporation of the State of Utah, Grantee, its successors and assigns, for the sum of ONE THOUSAND DOLLARS (\$1,000.00) in hand paid and other good and valuable consideration, receipt of which is hereby acknowledged, a right-of-way and easement 20.00 feet in width 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 Davis, 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 North<sup>EAST</sup>west Quarter of Section 21, Township 4 North, Range 2 West, SLB&M.

the centerline of said right-of-way and easement shall extend through and across the above-described land and premises as follows, to-wit:

A twenty-foot-wide strip of land located in the North<sup>EAST</sup>west Quarter of Section 21, Township 4 North, Range 2 West, Salt Lake Base & Median, Davis County, Utah, being ten feet on each side of the following center line:

Beginning at a point located South 25.00 feet along 2400 West Street East Right-of-Way line from the Southwest corner of Fox Haven subdivision lot 6, Section 21, T.4N. R.2.W. S.L.B.&M., said point being on the grantor's west boundary;

thence S 89°40'58" E 55 Feet

contain 1,100 square feet or 0.0253 acres.

TO HAVE AND TO HOLD the same unto said Grantee, its successors and assigns, so long as such Facilities shall be maintained, with the right of ingress and egress to and from said right-of-way and easement 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 and 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 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 and 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 right-of-way and 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 right-of-way and easement, without prior written consent of Grantee.
4. Grantor shall not place personal property within the right-of-way and 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 right-of-way and easement, without liability to Grantor, and without any obligation of restoration or compensation. Absent an emergency, Grantee shall provide fourteen (14) days advance notice of Grantee's intention to cut and remove timber, trees, brush, overhanging branches, landscaping and improvements or other obstructions to Grantor.

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 11 day of July, 2023.

SYRACUSE CITY

ATTEST:

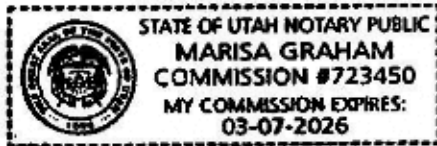
atn  
\_\_\_\_\_  
Clerk/ Auditor  
(SEAL)



By: Danly  
\_\_\_\_\_  
Mayor

STATE OF UTAH                     )  
  ) ss.  
COUNTY OF                     )

On the 12 day of July, 2023 personally appeared before me who, being duly sworn, did say that they are the Mayor of Syracuse, and that the foregoing instrument was signed on behalf of said city and acknowledged to me that they duly executed the same.



Marisa Graham  
\_\_\_\_\_  
Notary Public

