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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
04/02/2024 02:18:13 PM
FEE: \$40.00 Pgs: 4
DEP eCASH REC'D FOR: DOMINION ENERGY

WHEN RECORDED MAIL TO:

Questar Gas Company
P.O. Box 45360, Right-of-way
Salt Lake City, UT 84145-0360
CC: Caroline King

Space above for County Recorder's use
PARCEL I.D.# 14-603-0002, 14-603-0003

RIGHT-OF-WAY AND EASEMENT GRANT

Gooch Enterprises, L.L.C., a Utah limited liability company, ("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 ONE DOLLAR (\$1.00) in hand paid and other good and valuable consideration, receipt of which is hereby acknowledged, a 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"), through and across the following described land and premises 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:

**A PART OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 5 NORTH, RANGE 2 WEST OF THE SALT LAKE BASE AND MERIDIAN.
BEGINNING AT A POINT ON THE NORTH RIGHT-OF-WAY LINE OF 1800 NORTH STREET BEING NORTH 89°59'08" WEST 919.99 FEET ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER AND NORTH 00°00'00" EAST 50.00 FEET FROM THE EAST QUARTER CORNER OF SAID SECTION 30; RUNNING THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE NORTH 89°59'08" WEST 10.00 FEET; THENCE NORTH 00°00'52" EAST 925.00 FEET; THENCE SOUTH 89°59'08" EAST 10.00 FEET TO THE WEST BOUNDARY LINE OF LOT 1 LEGACY STORAGE SUBDIVISION; THENCE ALONG THE WEST LINE OF SAID LOT 1 AND ITS CONTINUATION SOUTH 00°00'52" WEST 925.00 FEET TO SAID NORTH RIGHT-OF-WAY LINE AND THE POINT OF BEGINNING.**

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 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.

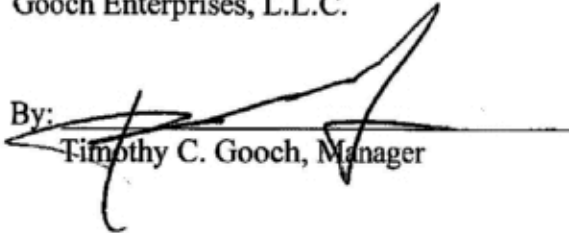
This Easement shall be binding upon and inure to the benefit of the successors and assigns of Grantor and the successors and assigns of Grantee and may be assigned in whole or in part by Grantee.

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.

[signatures follow]

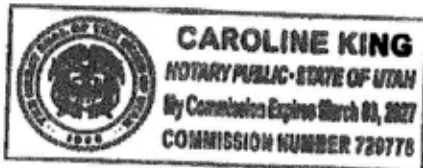
WITNESS the execution hereof this 1st day of April 2024.

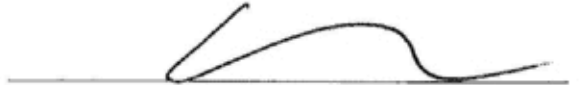
Gooch Enterprises, L.L.C.

By: 
Timothy C. Gooch, Manager

STATE OF UTAH)
) ss.
COUNTY OF DAVIS)

On the 1st day of April, 2024 personally appeared before me Timothy C. Gooch who, being duly sworn, did say that he is a Manager of Gooch Enterprises, L.L.C., 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

