

WHEN RECORDED MAIL TO:

Questar Gas Company  
P.O. Box 45360, Right-of-way  
Salt Lake City, UT 84145-0360  
monte.lp; RW01



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JEFFERY SMITH  
UTAH COUNTY RECORDER  
2014 Sep 23 2:29 PM FEE 14.00 BY SS  
RECORDED FOR RESIDENCES AT MONTE VIST

*Space above for County Recorder's use*

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

RESIDENCES AT MONTE VISTA, LLC

Utah limited liability company, Grantor, does hereby convey and warrant to QUESTAR GAS COMPANY, 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 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 Utah, State of Utah, and more particularly described as follows, to-wit:

Land of the Grantor located in Section 10, Township 6 South, Range 2 East, Salt Lake Base and Meridian;

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

Beginning at a point that is North 0°39'38" West 909.38 feet and South 89°49'10" East 3,036.42 feet from the West Quarter Corner of said Section 10, said point being the South line of 920 North Street; thence South 89°49'10" East 20.00 feet; thence South 90.77 feet; thence South 64°51'48" East 40.89 feet; thence East 241.14 feet; thence South 18°30'37" East 113.59 feet; thence North 89°21'36" West 21.17 feet; thence North 18°30'37" West 92.25 feet; thence West 231.20 feet; thence North 64°51'48" West 47.01 feet; thence South 64°51'48" West 33.98 feet; thence West 259.86 feet; thence South 75.20 feet; thence West 105.49 feet; thence North 0°10'50" East 20.00 feet; thence East 85.43 feet; thence North 75.20 feet; thence East 275.40 feet; thence North 64°51'48" East 27.86 feet; thence North 90.83 feet to the point of beginning.

TO HAVE AND TO HOLD the same unto said QUESTAR GAS COMPANY, 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 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.

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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 15 day of September, 2014.

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## RESIDENCES AT MONTE VISTA, LLC

By:  James G. Seaberg, Manager

STATE OF UTAH )  
 ) ss.  
COUNTY SALT LAKE )

On the 15 day of September, 2014, personally appeared before  
me James G. Seaberg who being duly sworn, did say that he is Manager of,  
RESIDENCES AT MONTE VISTA, LLC and that the foregoing instrument was signed on  
behalf of said company by authority of it's Articles of Organization or it's Operating Agreement.



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## Notary Public

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