

WHEN RECORDED MAIL TO:  
Questar Gas Company  
P.O. Box 45360, Right-of-way  
Salt Lake City, UT 84145-0360  
WBS# 78059.52.SLC 3300 So .cp;yj

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*Space above for County Recorder's use*  
PARCEL I.D.# 15-26-301-025 &  
15-26-301-024

**EASEMENT GRANT**  
RW# 40977 & 40978

Salt Lake County, a body corporate and politic of the State of Utah, Grantor, does hereby grant and convey 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 non-exclusive right-of-way and easement to construct, lay, maintain, operate, repair, alter, inspect, protect, make connections to, remove and replace the following underground facilities: 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 Salt Lake, State of Utah, and more particularly described as follows, to-wit:

Land of the Grantor is located in Section 26, Township 1 South, Range 1 West, Salt Lake Base and Meridian;

RW# 40977 (West of Jordan River)

A perpetual gas easement being a part of an entire tract described in that Warranty Deed recorded February 8, 1973 as Entry No. 2517438 in Book 3255, at Page 206 in the Office of the Salt Lake County Recorder. Said perpetual easement is located in the Southwest Quarter of Section 26, Township 1 South, Range 1 West, Salt Lake Base and Meridian and described as follows:

**Beginning** at the southeasterly corner of Cultural Center Drive of the Utah Cultural Celebration Center Subdivision Lot 1 Amended and Extended with Street Dedication recorded September 5, 2012 as Entry No. 11465236 in Book 2012p of Plats, at Page 134 in the Office of said Recorder and a point in the northerly right-of-way line of 3300 South Street of the State Road Commission of Utah referred to as Parcel No. 0134:71, Project No. US-0134 (4), which is 1056.57 feet N. 00°08'40" W. along the Section line and 1236.96 feet N. 89°51'20" E. from the Southwest Corner of said Section 26; thence Northwesterly along the northeasterly right-of-way line of said Cultural Center Drive the following two (2) courses: 1) North 9.95 feet; 2) N. 66°16'10" W. 22.27 feet; thence N. 00°14'19" E. 11.17 feet; thence S. 89°45'41" E. 47.44 feet to the westerly "ordinary high water mark" of the Jordan River; thence Southerly along said westerly "ordinary high water mark" of the Jordan River the following three (3) courses: 1) S. 12°59'40" W. 10.03 feet; 2) S. 10°28'07" E. 12.93 feet; 3) S. 00°34'27" W. 7.51 feet to said northerly right-of-way line of 3300 South Street; thence N. 89°45'41" W. (Record = North 89°41' West) 27.11 feet along said northerly right of way line to the **Point of Beginning**.

The above-described perpetual gas easement contains 1,101 square feet in area, or 0.025 acre more or less.

**EXHIBIT "B":** By this reference, made a part hereof.

**BASIS OF BEARING:** N. 00°08'40" W. along the Section line between the Southwest and the West Quarter Corner of said Section 26, Township 1 South, Range 1 West, Salt Lake Base and Meridian.

RW# 40978 East of Jordan River

A perpetual gas easement being a part of an entire tract described in that Warranty Deed recorded February 8, 1973 as Entry No. 2517438 in Book 3255, at Page 206 in the Office of the Salt Lake County Recorder. Said perpetual easement is located in the Southwest Quarter of Section 26, Township 1 South, Range 1 West, Salt Lake Base and Meridian and described as follows:

**Beginning** at the southwesterly corner of Lot 1, Bryman School Subdivision recorded April 6, 2004 as Entry No. 9024673 in Book 2004p of plats, at Page 79 in the Office of said Recorder and a point in the northerly right-of-way line of 3300 South Street of the State Road Commission of Utah referred to as Parcel No. 0134:71, Project No. US-0134 (4); thence N. 89°38'04" W. (Record = North 89°41' West) 100.61 feet along said northerly right-of-way line to the easterly "ordinary high water mark" of the Jordan River; thence Northerly along said easterly "ordinary high water mark" of the Jordan River the following two (2) courses: 1) N. 12°35'43" E. 13.28 feet; 2) N. 04°48'42" E. 17.07 feet; thence S. 89°38'04" E. 96.30 feet to a point on the westerly boundary line of said Lot 1 of Bryman School Subdivision; thence S. 00°01'09" W. 30.00 feet along said westerly boundary line to the **Point of Beginning**.

The above-described perpetual gas easement contains 2,938 square feet in area, or 0.067 acre, more or less.

**EXHIBIT "B-1":** By this reference, made a part hereof.

**BASIS OF BEARING:** S. 87°30'30" W. along the monument line between the Salt Lake County brass monuments at the intersection of 3300 South and 1000 West Street and at the intersection of 3300 South Street and 1300 West Street.

TO HAVE AND TO HOLD the same unto said Grantee, its successors and assigns, so long the 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.

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 compensation.

6. Grantee, following the installation or maintenance of the Facilities, shall restore the surface of the right-of-way and easement, and any improvements, to, as near as practicable, the condition of the surface, prior to said installation or maintenance.

7. The Facilities located on, under and across this easement will be installed, maintained, and operated by Grantee, according to its Utah tariff and in accordance with all applicable codes, laws, rules, or regulations.

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.

[Signatures and Acknowledgments on Following Pages]

IN WITNESS WHEREOF, Grantor has caused its corporate name and seal to be hereunto affixed this \_\_\_\_ day of \_\_\_\_\_, 2019.

GRANTOR:  
SALT LAKE COUNTY

By: \_\_\_\_\_  
Mayor or Designee

By: \_\_\_\_\_  
County Clerk or Designee



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

On the \_\_\_\_ day of \_\_\_\_\_, 2019, personally appeared before me \_\_\_\_\_, who, being duly sworn, did say that (s)he is the \_\_\_\_\_ of Salt Lake County, and that foregoing instrument was signed on behalf of Salt Lake County, by authority of law.

\_\_\_\_\_  
Notary Public

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

On the \_\_\_\_ day of \_\_\_\_\_, 2019, personally appeared before me \_\_\_\_\_, who, being duly sworn, did say and acknowledge that (s)he is the \_\_\_\_\_ of Salt Lake County, and that foregoing instrument was signed by her (him) on behalf of Salt Lake County, by authority of a Resolution of the Salt Lake County Council.

\_\_\_\_\_  
Notary Public

GRANTEE:  
QUESTAR GAS COMPANY dba DOMINION  
ENERGY UTAH

By: \_\_\_\_\_  
\_\_\_\_\_, Authorized Representative

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

On this \_\_\_ day of \_\_\_\_\_, 2018 personally appeared before me \_\_\_\_\_, who, being duly sworn, did say that he is the Authorized Representative of QUESTAR GAS COMPANY dba DOMINION ENERGY UTAH and that the foregoing instrument was signed on behalf of said corporation.

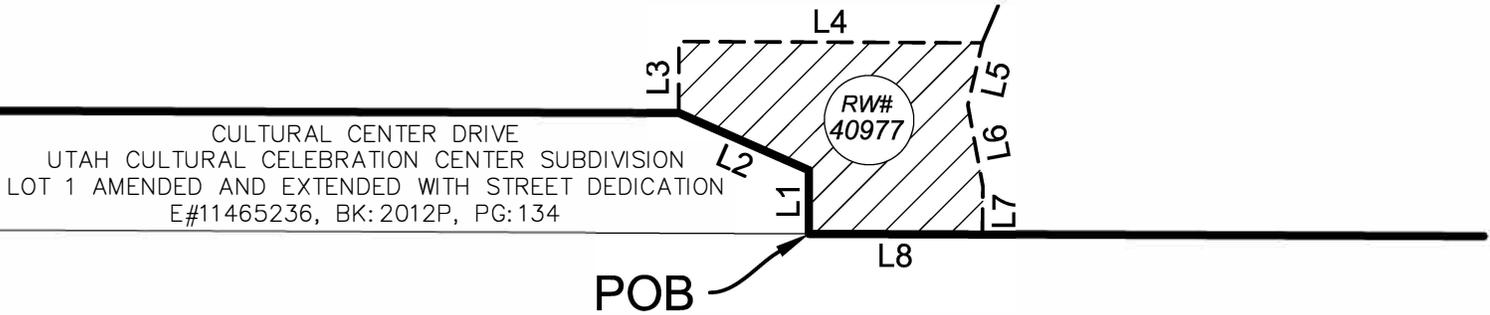
\_\_\_\_\_  
Notary Public

# EXHIBIT "B"

LINE TABLE		
LINE #	LENGTH	BEARING
L1	9.95'	NORTH
L2	22.27'	N66° 16' 10"W
L3	11.17'	N00° 14' 19"E
L4	47.44'	S89° 45' 41"E
L5	10.03'	S12° 59' 40"W
L6	12.93'	S10° 28' 07"E
L7	7.51'	S00° 34' 27"W
L8	27.11'	N89° 45' 41"W

SALT LAKE COUNTY  
15-26-301-025

JORDAN RIVER



CULTURAL CENTER DRIVE  
UTAH CULTURAL CELEBRATION CENTER SUBDIVISION  
LOT 1 AMENDED AND EXTENDED WITH STREET DEDICATION  
E#11465236, BK: 2012P, PG: 134

STATE ROAD COMMISSION OF UTAH REFERRED TO AS  
PARCEL NO. 0134: 71,  
PROJECT NO. US-0134(4)

3300 SOUTH STREET

## LEGEND

-  TRACT BOUNDARY
-  "ORDINARY HIGH WATER MARK"
-  PERPETUAL GAS EASEMENT



Scale in Feet

1"=30'

PAGE 7 OF 8

PREPARED: JULY 30, 2019



DOMINION ENERGY 3300 SOUTH IHP PROJECT  
Perpetual Gas Easement

Prepared for:  
Salt Lake County Real Estate

Sec. 26, T.1S, R.1W, S.L.B.&M.  
Work Order No. W072519025 Real Estate No.:3819

Prepared by the Office of:  
Reid J. Demman, P.L.S.  
Salt Lake County Surveyor

2001 S. State St. #N1-400  
Salt Lake City, Utah 84114-4575  
(385) 468-8240

# EXHIBIT "B-1"

JORDAN RIVER

SALT LAKE COUNTY  
15-26-301-024

LINE TABLE		
LINE #	LENGTH	BEARING
L1	13.28	N12° 35' 43"E
L2	17.07	N4° 48' 42"E

LOT 1  
BRYMAN SCHOOL  
SUBDIVISION  
E#9024673,  
BK: 2004P, PG: 79

S89°38'04"E 96.30'

RW#  
40978

S0°01'09"W  
30.00'

SOUTH SALT LAKE CITY  
15-26-378-001

N89°38'04"W 100.61'

POB

STATE ROAD COMMISSION OF UTAH REFERRED TO AS  
PARCEL NO. 0134: 71,  
PROJECT NO. US-0134(4)

3300 SOUTH STREET

## LEGEND

-  TRACT BOUNDARY
-  "ORDINARY HIGH WATER MARK"
-  PERPETUAL GAS EASEMENT



Scale in Feet

1"=30'

PAGE 8 OF 8

PREPARED: JULY 30, 2019



DOMINION ENERGY 3300 SOUTH IHP PROJECT  
Perpetual Gas Easement

Prepared for:  
Salt Lake County Real Estate

Sec. 26, T.1S, R.1W, S.L.B.&M.  
Work Order No. W072519025 Real Estate No.: 3819

Prepared by the Office of:  
Reid J. Demman, P.L.S.  
Salt Lake County Surveyor

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