

WHEN RECORDED MAIL TO:  
Questar Gas Company  
P.O. Box 45360, Right-of-way  
Salt Lake City, UT 84145-0360  
38625Oquirrh.le;

12102948  
07/31/2015 09:52 AM \$16.00  
Book - 10348 Ps - 3582-3585  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
QUESTAR GAS COMPANY  
PO BOX 45360  
SLC UT 84145-0360  
BY: CBA, DEPUTY - WI 4 P.

Space above for County Recorder's use  
PARCEL I.D.# 1429127041

## RIGHT-OF-WAY AND EASEMENT GRANT 38625

Oquirrh Hills Apartments, LLC, a Utah Limited Liability Company, "Grantor", does hereby convey 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 non-exclusive, underground right-of-way and easement (referred to in this Grant as the "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") as follows: Ten feet on each side of the centerlines shown on the attached plat, designated Exhibit "A", and by reference made a part of this Grant, which centerlines are within that certain development known as Flangas Crossing P.U.D. Subdivision, in the vicinity of 2700 South 8400 West, Magna Utah, which development is more particularly described as:

Land of the Grantor located in Section 29, Township 1 South, Range 2 West, Salt Lake Base and Meridian;

Lot 1 of the Flangas Crossing P.U.D. Subdivision as recorded in Entry Number 11671372, Book 2013P at Page 120 in the Salt Lake County Recorder's Office.

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 reasonable 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 adjacent to said right-of-way as may be reasonably necessary in connection with construction, maintenance, repair, removal or replacement of the facilities. Grantor(s) 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(s) does hereby covenant, warrant and agree as follows:

1. Grantor(s) 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(s) shall not change the contour within the right-of-way without prior written consent of Grantee.

3. Grantor(s) 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(s) 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(s), and without any obligation of restoration or compensation.

6. Grantee, following the installation or maintenance, of the Facilities, shall restore the surface of the right-of-way (excluding any vegetation, improvements or obstructions that are prohibited by this agreement and may injure or interfere with the right-of-way as provided in Section 5) to, as near as practicable, the condition of the surface, prior to said installation or maintenance.

This right-of-way shall be binding upon and inure to the benefit of the successors and assigns of Grantor(s) 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.



**EXHIBIT "A"**

ALL RIGHTS OF WAY TO BE 20' IN WIDTH WITH CENTER OF RIGHT-OF-WAY TO BE SAME AS THE PROPOSED GAS OR THE CENTERLINES AS SHOWN

CAUTION: DO NOT INSTALL IHP GAS CLOSER THEN 10' TO ANY STRUCTURE

**NOTES:**

RIGHT OF WAY LOCATED IN SEC 29 T 1S, R 2W SL.B&M

UT# 38623

GRANTOR: OQUIRRE HILLS APARTMENT, LLC

CITY/CO: MAGNA CENTER SALT LAKE

SUB/PROJ: OQUIRRE HILLS APARTMENT

JOB LOCATION: 2700 S. 8400 W.

PROJECT CONTACT: \_\_\_\_\_

PHONE # \_\_\_\_\_

CELL # \_\_\_\_\_

**MJ 2006645**

DRAWN BY: J. LOVELADY DATE: 5/21/2015

QUESTAR MAPPING # 801-324-3970



For planning purposes only. All locations approximate. Call 811 before digging.

