WHEN RECORDED MAIL TO: Questar Gas Company P.O. Box 45360, Right-of-way Salt Lake City, UT 84145-0360 32611. ParkHill HOA.cc; 11687154
07/19/2013 09:33 AM \$18.00
Book - 10160 P9 - 7610-7614
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
QUESTAR GAS COMPANY
PO BOX 45360
SLC UT 84145-0360
BY: LDT, DEPUTY - WI 5 P.

Space above for County Recorder's use PARCEL I.D.# 1631376046

RIGHT-OF-WAY AND EASEMENT GRANT 32611

PARKHILL HOMEOWNERS COOPERATIVE ASSOCIATION , a corporation of the State of Utah, 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 20 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 Salt Lake], State of Utah, and more particularly described as follows, to-wit:

A PROPOSED 20' QGC CENTERLINE RIGHT OF WAY TO SERVE THE PARK HILL MOBILE HOME PARK, LOCATED IN THE SOUTHWEST 1/4 OF SECTION 31, OWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN.

BASIS OF BEARING IS NORTH 0°2'3" EAST FROM THE CITY MONUMENT AT THE INTERSECTION OF 300 EAST AND 4020 SOUTH TO THE CITY MONUMENT AT THE INTERSECTION OF 300 EAST AND 3900 SOUTH 1064.20 FEET

BEGINNING AT A POINT ON THE WEST LINE OF 300 EAST, SAID POINT IS 88.65 FEET ALONG MONUMENT LINE NORTH 0°2'3" EAST AND 32.98 FEET WEST FROM THE CITY MONUMENT FOUND AT THE INTERSECTION OF 300 EAST AND 4020 SOUTH, THENCE PARALLEL WITH AND 2 FOOT SOUTH OF THE EXISTING NORTH EDGE OF ASPHALT SERVING THE PARK HILL MOBILE HOME PARK, ALONG THE FOLLOWING (5) COURSES, THENCE NORTH 78°59'32" WEST 45.81 FEET, THENCE NORTH 60°12'16" WEST 113.92 FEET, THENCE NORTH 89°21'40" WEST 265.27 FEET, THENCE NORTH 60°18'25" WEST 264.99 FEET, THENCE NORTH 80°0'29" WEST 53.69 FEET TO THE EAST LINE OF 200 EAST AND POINT OF TERIMUS.

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.

	has caused its corporate name and seal to be hereunto, 20/3.
PAUL SWAN Notary Public State of Utah My Commission Expires on: June 22, 2017 Comm. Number: 666101	Grantor: PARKHILL HOMEOWNERS COOPERATIVE ASSOCIATION By: Market
STATE OF UTAH)	
COUNTY OF SALT LAKE) ss.	
On the 11 day of Just me 13013 6 REGE PRES., and duly sworn, did say that they are the	LESIDENT and

Notary Public



