

WHEN RECORDED MAIL TO:

Questar Gas Company  
P.O. Box 45360, Right-of-way  
Salt Lake City, UT 84145-0360  
38139.cp;PLS



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JEFFERY SMITH  
UTAH COUNTY RECORDER  
2014 Aug 15 10:41 am FEE 16.00 BY SS  
RECORDED FOR QUESTAR GAS COMPANY

*Space above for County Recorder's use*

PARCEL I.D.# 110350278

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

38139

Board of Education of Alpine School District, 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 Utah, State of Utah, and more particularly described as follows, to-wit:

Land of the Grantor located in Section 33, Township 4, Range 1, Salt Lake Base and Meridian;

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

Beginning at point on the East line of Center Street, being 1274.02 feet South 0°05'36" East along the Section line and 38.36 feet North 89°54'24" East from the West Quarter Corner of said Section 33, and running thence South 89°54'24" West 38.30 feet; thence North 0°05'36" West 20.00 feet; thence North 89°54'24" East 58.30 feet; thence South 0°05'36" East 293.85 feet; thence South 89°54'24" West 540.78 feet; thence North 0°05'36" West 20.00 feet to the point of beginning.

Contains: 17,059 sq.ft. - 0.392 acres

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.

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 11 day of August, 2014.

Board of Education of  
Alpine School District

ATTEST:

By: \_\_\_\_\_

Title: \_\_\_\_\_

By: [Signature]  
Title: BUSINESS ADMIN.

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STATE OF UTAH )

) ss.

COUNTY OF UTAH )

On the 1th day of August, 2014 personally appeared before me Robert Smith, and \_\_\_\_\_ who, being duly sworn, did say that ~~they are~~ <sup>he is</sup> the business admin and \_\_\_\_\_, respectively, of Alpine School District, and that the foregoing instrument was signed on behalf of said corporation by authority of a resolution of its Board of Directors or its Bylaws, and said Robert Smith and \_\_\_\_\_ acknowledged to me that said corporation duly executed the same.



[Signature]  
Notary Public  
515 N. 100 E.  
Am. Fork, UT



**NOTES:**  
 ALL RIGHTS OF WAY TO BE 20' IN WIDTH WITH THE CENTER OF RIGHT OF WAY TO BE SAME AS THE PROPOSED GAS OR CENTERLINE AS SHOWN  
 CAUTION: DO NOT INSTALL LPG GAS CLOSER THAN 10' TO ANY STRUCTURE

**RIGHT OF WAY LOCATED IN SEC 33, T4S, R1E, SLB&M**  
 GRANTOR: THE BOARD OF EDUCATION OF THE ALPINE SCHOOL DISTRICT  
 ROW# 38139

**PROPOSED INSTALLMENT OF SERVICE LINE**  
 CITY/CO: LEHI CENTER/CENTRAL  
 SUB/PROJ: NEW LEHI HIGH SCHOOL  
 JOB LOCATION: 3200 NORTH CENTER STREET  
 QUESTAR CONTACT: D. DEWBANJ  
 PHONE # 801-933-5552 CELL # 801-381-2244

PERMITS HIGHWAY COUNTY CITY ST  
 PROPOSED SERVICE LOCATION RUN PROPOSED GAS AS SHOWN  
 INSTALL PROPOSED SERVICE LINE IN 20 FOOT QUESTAR GAS RIGHT OF WAY AS SHOWN ON DRAWING.

INSTALL APPROX 930 FT OF 1/2" PIPE  
 INSTALL APPROX FT OF PIPE  
 INSTALL APPROX FT OF PIPE  
 INSTALL APPROX FT OF PIPE  
 TOTAL FOOTAGE 930  
 ISOLATION VALVE # \_\_\_\_\_  
 ISOLATION VALVE # \_\_\_\_\_

SL 9920729 SJ 1460206  
 SHEET 1 OF 1  
 DRAWN BY: DMC DATE: 7/23/2014  
 QUESTAR MAPPING # 801-324-5000

Scale: 0 25 50 100 150 200 Feet  
 For planning purposes only. All locations approximate. Call 811 before digging.

