

WHEN RECORDED MAIL TO:

Questar Gas Company
P.O. Box 45360, Right-of-way
Salt Lake City, UT 84145-0360
FL24/Cedar Hills.cc
Revised 1/14/15

Space above for County Recorder's use

PARCEL I.D.# 36:903:0143

36:903:0105

36:903:0107

11:055:0321

RIGHT-OF-WAY AND EASEMENT AGREEMENT

(Corrective)

UT01670

THE CITY OF CEDAR HILLS, a municipal 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 to construct, lay, maintain, operate, repair, alter, inspect, protect, make connections to, remove and replace underground 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 the Section 31, Township 4 South, Range 2 East, Salt Lake Base and Meridian;

Beginning on the East-West Centerline of Section 31 at a point 395.44 feet South 89°54'37" West along said Centerline from the monumented Center Quarter Corner of Section 31, Township 4 South, Range 2 East, Salt Lake Base and Meridian, and running thence South 46°49'57" East 96.16 feet; thence South 48°08'09" East 435.40 feet; thence South 48°13'35" East 827.03 feet; thence South 48°00'02" East 949.54 feet; thence South 47°51'55" East 157.62 feet; thence South 18°08'31" East 191.51 feet; thence South 57°49'52" East 320.08 feet to the northerly right of way line of Cottonwood Drive; thence along said northerly right of way line the following two (2) courses and distances: (1) westerly 25.79 feet along the arc of a non-tangent 25.00-foot radius curve to the right, through a central angle of 59°06'45" (Note: Chord to said curve bears South 70°46'32" West for a distance of 24.66 feet) to the point of reverse curvature of a 533.00-foot radius curve to the left; thence (2) westerly 1.94 feet along the arc of said curve through a central angle of 00°12'32" (Note: Chord bears North 79°46'22" West for a distance of 1.94 feet); thence North 57°49'52"

West 310.11 feet; thence North 18°08'31" West 189.39 feet; thence North 47°51'55" West 155.79 feet; thence North 48°00'02" West 949.47 feet; thence North 48°13'35" West 827.55 feet; thence North 48°08'18" West 434.28 feet; thence North 46°49'57" West 98.47 feet; thence North 48°57'14" West 23.09 feet; thence North 89°54'36" East 33.35 feet to the point of beginning. (Contains 64,679 square feet in area or 1.48 acres)

The purpose of this corrective document is to amend the terms and legal description, including the addition of expanded easement width, only in the above referenced parcels, in that certain Right of Way Grant dated November 4, 1947 and recorded November 19, 1947 as Entry No. 12908 in Book 480 at Pages 115-116 in the office of the county recorder for Utah County, State of Utah. This corrective document supersedes the original grant document within said parcels.

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. 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. Grantee acknowledges all present contouring within the right-of-way and agrees to the same. Grantor shall not change the contour within the right-of-way that would add or remove up to one (1) foot of fill material on the right-of-way without prior written notification to Grantee. Contour modifications in excess of one (1) foot of fill material on the right-of-way shall require prior written consent of Grantee, and said consent shall not be unreasonably withheld.
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.

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

The foregoing instrument was acknowledged before me this 23 day of January, 2015, by James B. Hasty, General Manager Engineering and Project Management, of QUESTAR GAS COMPANY.



Notary Public

