WHEN RECORDED MAIL TO: Questar Gas Company P.O. Box 45360, Right-of-way Salt Lake City, UT 84145-0360 3071mmal.le; RW01 9735576
05/26/2006 12:18 PM \$14.00
Book - 9299 P9 - 6634-6636
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
OUESTAR SAS COMPANY
PO BOX 45360
SLY UT 84145-0360
BY: ZIM, DEPUTY - WI 3 P.
PARCEL I.D.# 32-01-225-007

RIGHT-OF-WAY AND EASEMENT GRANT UT 21491

MMA, LLC, A Utah Limited Liability Company , "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 (referred to in this Grant as the "Easement") to lay, maintain, operate, repair, inspect, protect, remove and replace pipelines, valves, valve boxes and other gas transmission and distribution facilities (referred to in this Grant collectively as "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 MONARCH MEADOWS APARTMENTS, in the vicinity of 4800 W. 13400 S., which development is more particularly described as:

Land of Grantor located in the Northeast Quarter of Section 01, Township 4 South, Range 2 West, Salt Lake Base and Meridian;

Beginning at a point North 89°53'23" West 90.20 feet and South 00°06'37" West 75.00 feet from the Northeast corner of said Section 01, said point being on the South line of 13400 South Street; running thence South 13°45'40" East 394.63 feet to the Section line; thence South 00°26'28" East 586.86 feet; thence South 89°53'29" West 202.98 feet; thence South 00°26'31" East 150.00 feet; thence North 89°59'11" West 221.84 feet; thence North 65°28'31" West 112.79 feet; thence North 602.99 feet; thence West 63.05 feet; thence North 471.61 feet; thence South 89°53'23" East 490.95 feet to the point of beginning.

TO HAVE AND TO HOLD the same unto its successors and assigns, so long as Grantee shall require with the right of ingress and egress to and from the Easement to maintain, operate, repair, inspect, protect, remove and replace the Facilities. During temporary periods, Grantee may use such portion of the property along and adjacent to the Easement 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 the surface of the Easement except for the purposes for which this Easement is granted provided such use does not interfere with the Facilities or any other rights granted to Grantee by this Grant.

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Grantor(s) shall not build or construct, nor permit to be built or constructed, any building or other improvement over or across the Easement, nor change the contour thereof, without written consent of Grantee; provided, however, that nothing contained herein shall prohibit Grantor from building or constructing, or permitting to be built or constructed curb and gutter, sidewalks, pavement, landscaping or similar improvements over and across said right-of-way, so long as said improvements do not damage said facilities.

This Grant shall be binding upon the successors and assigns of Grantor(s) and may be assigned in whole or in part by Grantee without further consideration.

It is hereby understood that any person(s) securing this Grant on behalf of Grantee are without authority to make any representations, covenants or agreements not expressed in this Grant.

WITNESS the execution hereof this 19th day of May ,2006.

MMA, LLC

BOYD W. ANDERSON, Manager

STATE OF UTAH) so COUNTY OF SALT LAKE)

On the 19th day of May, 2006, personally appeared before me BOYD W. ANDERSON who, being duly sworn, did say that he is a Manager of MMA, LLC, and that the foregoing instrument was signed on behalf of said company by authority of it's Articles of Organization or it's Operating Agreement.

Notary Public



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