

WHEN RECORDED MAIL TO:

Questar Gas Company  
P.O. Box 45360, Right-of-way  
Salt Lake City, UT 84145-0360  
Sage Gate at Haynes Landing,le;

Job 4223

11821456  
03/21/2014 10:10 AM \$16.00  
Book - 10218 Pg - 4869-4872  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
QUESTAR GAS COMPANY  
PO BOX 45360  
SLC UT 84145-0360  
BY: SSA, DEPUTY - WI 4 P.

*Space above for County Recorder's use*  
PARCEL I.D.# 14234760150

**RIGHT-OF-WAY AND EASEMENT GRANT**  
UT36227

MILLER SAGE GATE ASSOCIATES, 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 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 Sage Gate at Haynes Landing, in the vicinity of 2600 S. Anna Caroline  
Drive, which development is more particularly described as:

Land of the Grantor located in the SOUTHEAST Quarter of Section 23, Township 1  
SOUTH, Range 2 WEST, Salt Lake Base and Meridian;

LOT 1, SAGE GATE AT HAYNES LANDING

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(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:

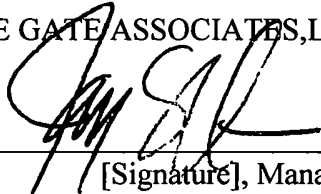
1. Grantor(s) shall not build or construct, nor permit to be built or constructed, over or across the right-of-way, any building, retaining walls, rock walls, footings or improvement which impairs the maintenance or operation of the Facilities.
2. Grantor(s) shall not change the contour within the right-of-way 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. Grantor(s) 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(s), 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(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.

WITNESS the execution hereof this 14 day of March, 2014.

MILLER SAGE GATE ASSOCIATES, LLC

By-  [Signature], Manager

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

On the 14 day of February, 2014 personally appeared before me  
My Minnick who, being duly sworn, did say  
that he/she is a Manager of Miller Cage Gate Associates, 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.



*Cara Liane Hicks*

Notary Public

Managing Member  
of Miller Development Company

**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:**

RUN GAS LINE A MINIMUM OF 10 FT. OFF ANY WALL OF BUILDING STRUCTURES 1 FT. BACK OF CURBING AND 1 FT. BACK OF WALKS WHERE APPLICABLE

RIGHT OF WAY LOCATED IN SEC 23, T 1S, R 2W SLB&M ROW# 36227

GRANTOR: MILLER SAGE GATE ASSOC. LLC

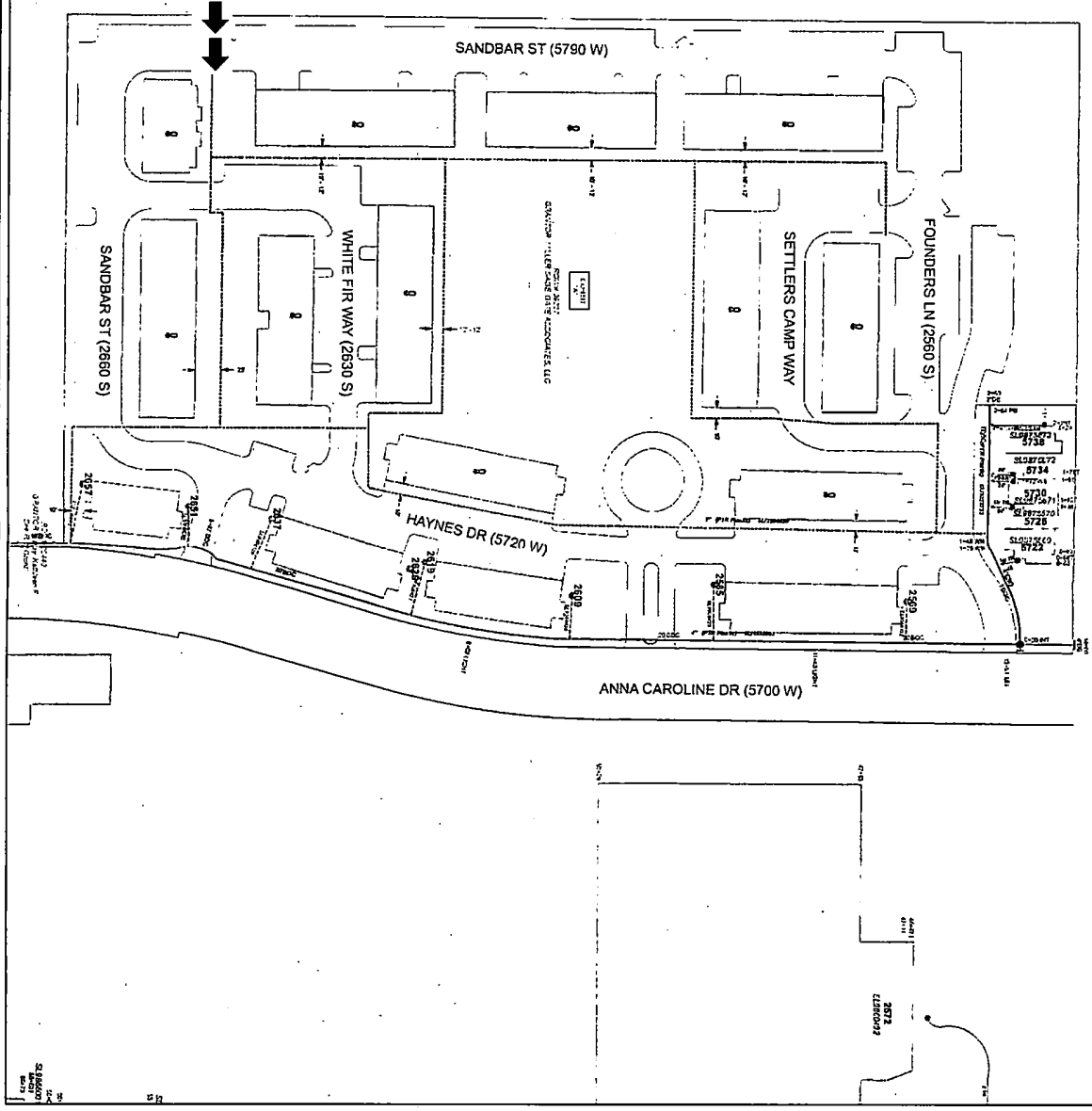
CITY/CO WEST VALLEY CENTER SALT LAKE SUBPROJ SAGE GATE AT HAYNES LANDING JOB LOCATION 2800 S ANNA CAROLINE DR

PROJECT CONTACT: BILL HINDS  
 PHONE # (801) 324-3796 CELL#

**MJ 2004090**

DRAWN BY: JOHNSONDATE: 12/3/2013  
 QUESTAR MAPPING # 801-324-3970

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



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

→ → →

RUN GAS LINE A MINIMUM OF 10 FT. OFF ANY WALL OF BUILDING STRUCTURES 1 FT. BACK OF CURBING AND 1 FT. BACK OF WALKS WHERE APPLICABLE

