

WHEN RECORDED MAIL TO:
Questar Gas Company
P.O. Box 45360, Right-of-way
Salt Lake City, UT 84145-0360
[37931Miller].le;

11883671
07/18/2014 02:33 PM \$16.00
Book - 10246 Pg - 5879-5882
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
QUESTAR GAS COMPANY
PO BOX 45360
SLC UT 84145-0360
BY: JHP, DEPUTY - WI 4 P.

Space above for County Recorder's use
PARCEL I.D.# 28:052:51018

RIGHT-OF-WAY AND EASEMENT GRANT
37931

Miller Cobblegate Apartments, 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 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 Lot 1, Schneiter Subdivision No. 3, in the vicinity of 8965 South 900
East, Salt Lake City, Utah, which development is more particularly described as:

Land of the Grantor located in Section 5, Township 3 South, Range 1 East, Salt Lake
Base and Meridian;

Lot 1, Schneiter Subdivision No. 3, according to the official plat on file with the
Salt Lake County Recorder, State of Utah.

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 17 day of July, 2014.

Miller Cobblegate Apartments, LLC, a Utah Limited Liability Company

By: Miller Development Company, Inc.,
Manager

By- [Signature]
Jay M. Minnick, President

STATE OF UTAH)
COUNTY OF Salt Lake) ss.

On the 17 day of July, 2014 personally appeared before me Jay Minnick who, being duly sworn, did say that he/she is President of Miller Development Company, and that the foregoing instrument was signed on behalf of said company by authority of its Articles of Organization or its Operating Agreement.



[Signature]
Notary Public

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

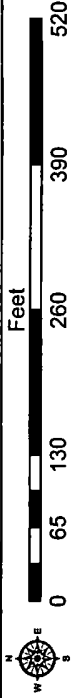
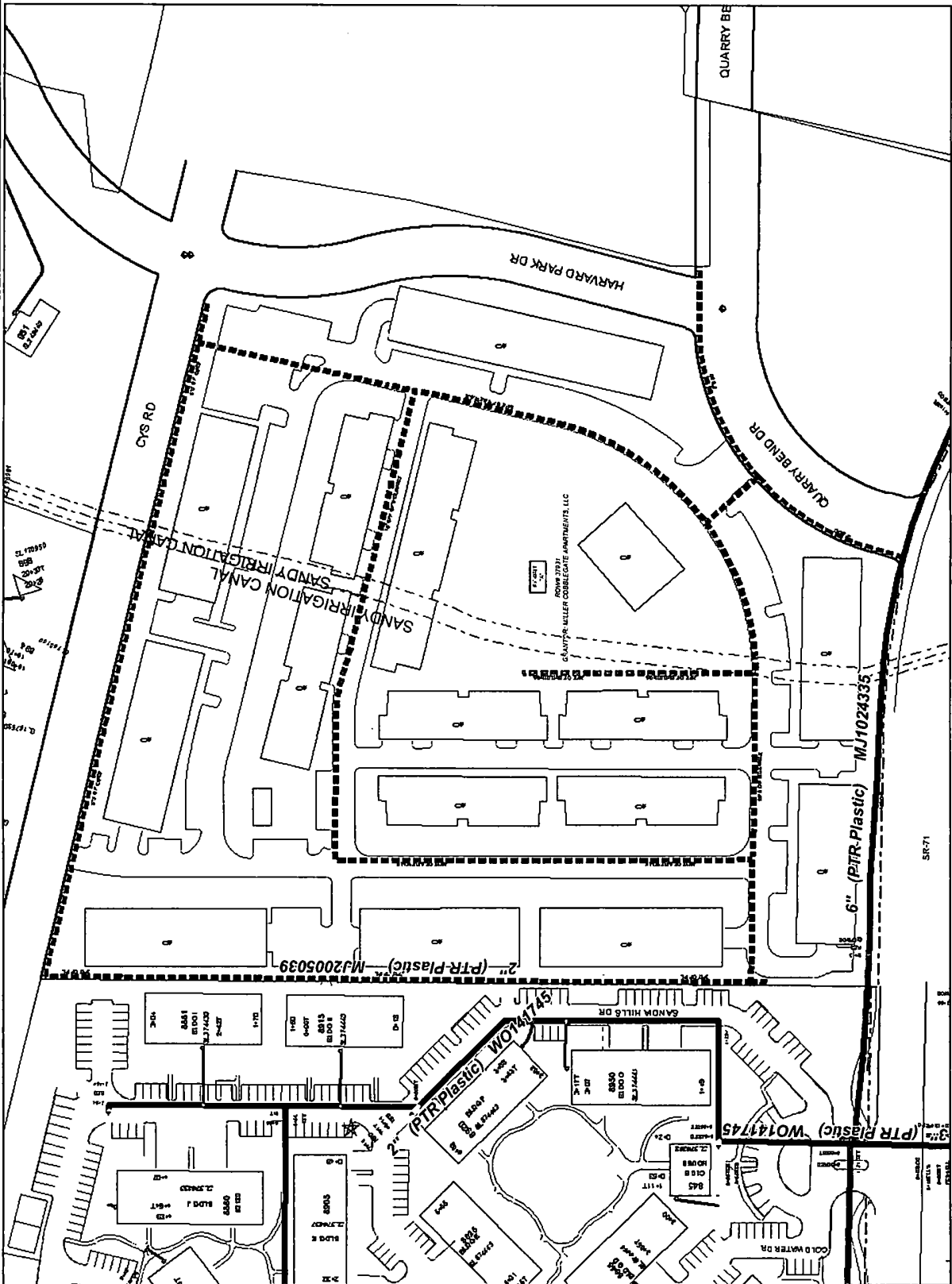
NOTES:

RIGHT OF WAY LOCATED IN SEC 5 T 3S, R 1E SL.B&M ROW# 37931 GRANTOR: MILLER COBBLEGATE APARTMENTS LLC

CITY OF SALT LAKE CENTER SALT LAKE SUBPROJ COBBLEGATE APARTMENTS JOB LOCATION 8965 S 900 E PROJECT CONTACT: _____ CELL# _____ PHONE # _____

MJ 2005039
 DRAWN BY: J.LOVELAY DATE: 4/15/2014
 QUESTAR MAPPING # 801-324-3970

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



QUESTAR
 Gas