

WHEN RECORDED MAIL TO:

Questar Gas Company
P.O. Box 45360, Right-of-way
Salt Lake City, UT 84145-0360
38214Legacy.lp;



ENT 72033:2014 PG 1 of 3
JEFFERY SMITH
UTAH COUNTY RECORDER
2014 Oct 08 8:46 am FEE 15.00 BY CLS
RECORDED FOR QUESTAR GAS COMPANY

Space above for County Recorder's use
PARCEL I.D.# 45:541:0001

RIGHT-OF-WAY AND EASEMENT GRANT
38214

Legacy at Orem, 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 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"), through and across the following described land and premises situated in the County of Utah, State of Utah, and more particularly described as follows, to-wit:

Land of the Grantor located in Section 26, Township 6 South, Range 2 East, Salt Lake Base and Meridian;

Beginning at a point North 89°23'02" West 2643.99 feet; thence North 00°36'58" West 937.94 feet and North 89°23'02" East 39.99 feet from the East quarter corner of Section 26, Township 6 South, Range 2 East; running thence North 00°44'25" West 20.00 feet; thence North 89°16'23" East 24.68 feet; thence North 00°43'37" West 185.67 feet; thence North 00°43'37" West 119.80 feet; thence North 89°16'23" East 180.93 feet; thence South 00°43'37" East 128.04 feet; thence North 89°59'41" East 210.38 feet; thence North 71°02'00" East 61.59 feet; thence North 89°59'41" East 7.69 feet; thence South 18°29'40" East 17.50 feet; thence South 71°02'00" West 72.06 feet; thence South 89°59'41" West 52.03 feet; thence South 00°43'37" East 119.14 feet; thence South 03°05'48" East 199.25 feet; thence North 89°23'02" West 20.04 feet; thence North 03°05'48" West 198.36 feet; thence North 00°43'37" West 119.80 feet; thence South 89°59'41" West 148.44 feet; thence North 45°00'19" West 18.62 feet; thence North 00°43'37" West 114.62 feet; thence South 89°16'23" West 140.93 feet; thence South 00°43'37" East 440.54 feet; thence North 89°23'02" West 20.01 feet; thence North 00°43'37" West 254.40 feet; thence South 89°16'23" West 24.67 feet to the point of beginning.

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 26 day of September, 2014.

Legacy at Orem, LLC, a Utah Limited Liability Company

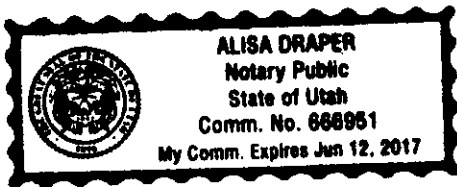
By: OMF, LLC, a Utah Limited Liability Company, Manager

By: TGC Orem Apartments, LLC, a Utah Limited Liability Company, Manager

By- [Signature]
Kevin S. Garn, Manager

STATE OF UTAH)
) ss.
COUNTY OF Davis)

On the 26 day of September, 2014 personally appeared before me Kevin S. Garn who, being duly sworn, did say that he/she is a Manager of Legacy at Orem 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.



[Signature]
Notary Public