

WHEN RECORDED MAIL TO:

Questar Gas Company  
P.O. Box 45360, Right-of-way  
Salt Lake City, UT 84145-0360  
38223OremApts.lp;



ENT 78029:2014 PG 1 of 3  
JEFFERY SMITH  
UTAH COUNTY RECORDER  
2014 Oct 30 12:20 pm FEE 14.00 BY SW  
RECORDED FOR QUESTAR

*Space above for County Recorder's use*  
PARCEL I.D.# 65:382:0005

**RIGHT-OF-WAY AND EASEMENT GRANT**  
38223

Orem Apts, 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 15, Township 6 South, Range 2 East, Salt Lake Base and Meridian;

Beginning at a point North 89°15'22" West 809.98 feet and North 241.28 feet from the East quarter corner of Section 15, Township 6 South, Range 2 East; running thence 89°19'15" West 31.97 feet; thence North 00°40'45" East 36.08 feet; thence North 89°19'15" West 6.97 feet; thence South 71°27'41" West 66.64 feet; thence North 18°32'19" West 20.00 feet; thence North 71°27'41" East 70.03 feet; thence South 89°19'15" East 10.36 feet; thence North 00°40'45" East 21.84 feet; thence North 18°32'19" West 210.79 feet; thence South 71°27'41" West 87.00 feet; thence North 18°32'19" West 20.00 feet; thence North 71°27'41" East 87.00 feet; thence North 18°32'19" West 81.76 feet; thence North 71°27'41" East 49.24 feet; thence South 87°55'58" East 80.61 feet; thence North 71°38'01" East 27.40 feet; thence South 18°32'19" East 22.13 feet; thence South 71°38'01" West 29.41 feet; thence North 87°55'58" West 80.58 feet; thence South 71°27'41" West 11.40 feet; thence South 18°32'19" East 243.21 feet; thence North 71°27'41" East 29.17 feet; thence South 18°32'19" East 20.00 feet; thence South 71°27'41" West 29.17 feet; thence South 18°32'19" East 21.36 feet; thence South 00°45'45" West 95.11 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 8 day of October, 2014.

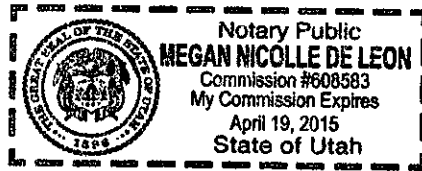
Orem Apts, LLC, a Utah Limited Liability Company

By: Strategic Multifamily, LLC, a Utah Limited Liability Company, Manager

By: Strategic Capital Partners, LLC, a Utah Limited Liability Company, Manager

By- [Signature]  
Chad Bessinger Adam Paul, Manager

STATE OF UTAH )  
 ) SS.  
COUNTY OF Davis )



On the 8<sup>th</sup> day of October, 2014 personally appeared before me Chad Bessinger who, being duly sworn, did say that he/~~she~~ is a Manager of Strategic Capital Partners, 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