

10843002

WHEN RECORDED MAIL TO:
Questar Gas Company
P.O. Box 45360, Right-of-way
Salt Lake City, UT 84145-0360
3829mill.le; RW01

10843002
11/20/2009 02:11 PM \$16.00
Book - 9781 Pg - 6254-6257
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
QUESTAR GAS COMPANY
PO BOX 45360
SLC UT 84145-0360
BY: ZJM, DEPUTY - WI 4 P.

Space above for County Recorder's use
PARCEL I.D.# 26-26-226-002

RIGHT-OF-WAY AND EASEMENT GRANT
UT 23327

MILLER TIMBERGATE 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 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 Lot 2, 2 CREEK SUBDIVISION, in the vicinity of 5600 West 11800 South, which development is more particularly described as:

Land of Grantor located in the Northeast Quarter of Section 26, Township 3 South, Range 2 West, Salt Lake Base and Meridian;

Lot 102, 2 Creek Subdivision; according to the official plat on file with the Salt Lake County Recorder's office, State of Utah.

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.

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 construction, 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. Following the installation and/or maintenance of the Facilities, Grantee shall restore the surface of the right-of-way and easement including but not limited to any permitted improvements, to as near as practical, their condition prior to the installation or maintenance of the 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 18 day of November, 2009.

MILLER TIMBERGATE APARTMENTS, LLC
a Utah limited liability company,

By its Manager, MILLER DEVELOPMENT
COMPANY, INC., a Utah corporation

By: 
Day M. Minnick, CEO

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

On the 18 day of November, 2009, personally appeared before me
JAY M. MINNICK, who, being duly sworn, did say that he/she is the CEO of MILLER
DEVELOPMENT COMPANY, INC., a Utah corporation,, the Manager of MILLER
TIMBERGATE APARTMENTS, LLC, a Utah limited liability company, and that the foregoing
instrument was signed on behalf of said company by authority of its operating agreement, and
the said JAY M. MINNICK acknowledged to me that said company duly executed the same.

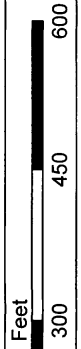
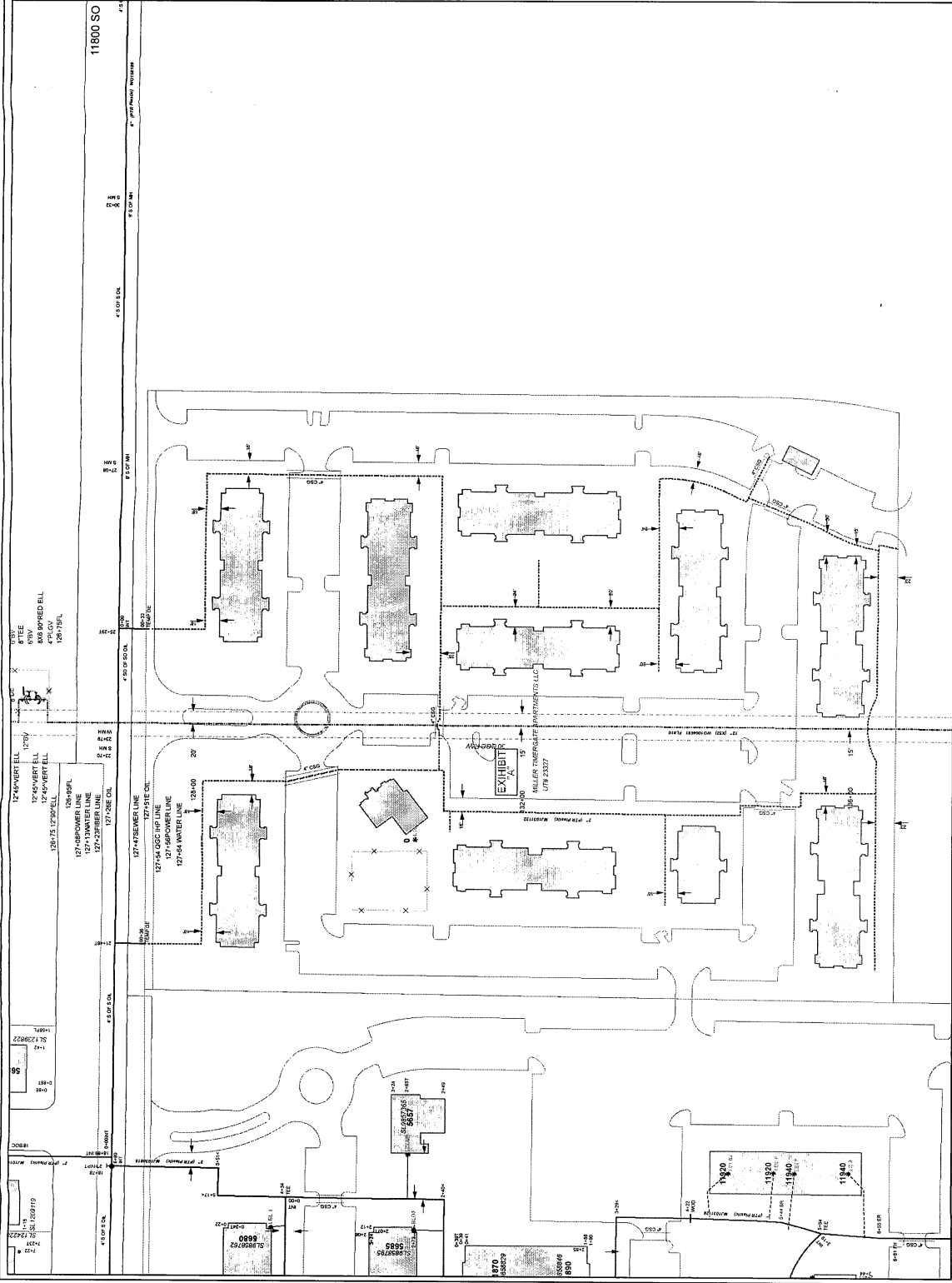


Karilynn R. Poole
Notary Public

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. 26 T 3 S, R 2 W SL B&M UT# 2332Z
 GRANITOR MILLER TIMBERGATE APARTMENTS LLC
 CITY/CO HERRIMAN CENTER SALT LAKE
 SUB/PROJ TIMBERGATE
 JOB LOCATION 5600 WEST 11800 SOUTH
 PROJECT CONTACT: DEANNA HOPKINS
 PHONE # 801-324-3956 CELL #
MJ 1031132
 DRAWN BY: J LOVELADY DATE: 11/13/2009
 QUESTAR MAPPING # 801-324-3970



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

