

10756133

WHEN RECORDED MAIL TO:  
Questar Gas Company  
P.O. Box 45360, Right-of-way  
Salt Lake City, UT 84145-0360  
3765HERRapts.le; RW01

10756133  
07/17/2009 10:25 AM \$14.00  
Book - 9746 Pg - 5757-5759  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
QUESTAR GAS COMPANY  
PO BOX 45360  
SLC UT 84145-0360  
BY: EAP, DEPUTY - WI 3 P.

*Space above for County Recorder's use*  
PARCEL I.D.# 26-26-226-001

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

UT 23237

HERRIMAN APARTMENT ASSOCIATES, 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 non-exclusive 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 101 of 2 Creek Subdivision, in the vicinity of Herriman, Utah, which development is more particularly described as:

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

All of Lot 101, of 2 Creek Subdivision, in Herriman City, Salt Lake County, 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, nothing herein shall prohibit Grantor from building or constructing, or permitting to be built or constructed curb and gutter, sidewalks, pavement, landscaping or similar improvements over and across said right-of-way, Provided, however, no building or other improvement shall be built or constructed over or across said easement which would interfere with Questar Gas Company's (QGC) maintenance obligations under the Natural Gas Pipeline Safety Act, 49 U.S.C. Sec. 1671 et seq., as amended, without written consent of QGC. Other utilities may be located within such easement provided their lines and facilities are located no closer than 36 inches from the outside diameter of QGC's pipelines and provided such other utilities agree to comply with the Damages to Underground Utility Facilities Act, Utah Code Ann. Sec. 54-8a-1, et seq., as it may be amended

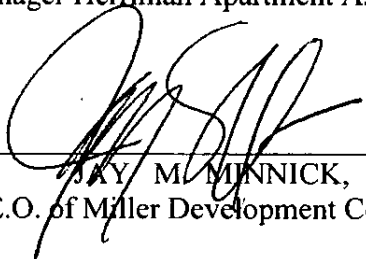
Grantee, following the installation or maintenance, of the facilities, shall restore the surface of the right-of-way and easement, and any improvements, to, as near as practicable, the condition of the surface, prior to said installation or maintenance.

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 11 day of June, 2009.

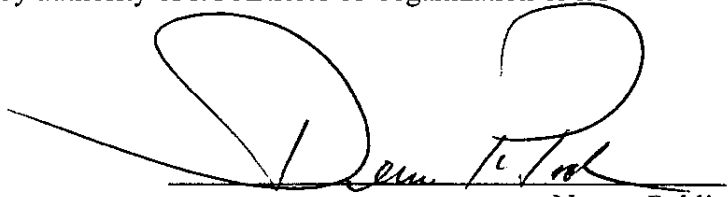
HERRIMAN APARTMENT ASSOCIATES, LLC

By- MILLER DEVELOPMENT COMPANY, INC.  
Manager Herriman Apartment Associates, LLC

By-   
J. M. MINNICK,  
C.E.O. of Miller Development Company, Inc.

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

On the 11 day of June, 2009, personally appeared before me  
JAY M. MINNICK, who, being duly sworn, did say that he/she is the  
C.E.O. of MILLER DEVELOPMENT COMPANY, INC., which is the Manager of  
HERRIMAN APARTMENT 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.

  
Notary Public

