

WHEN RECORDED MAIL TO:

Questar Gas Company
P.O. Box 45360, Right-of-Way
Salt Lake City, UT 84145-0360
Oquirrh Mtn. Marketplace-Lot C, lc; yj

12190744
12/17/2015 02:31 PM \$18.00
Book - 10388 Pg - 6150-6154
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
QUESTAR GAS COMPANY
PO BOX 45360
SLC UT 84145-0360
BY: DKP, DEPUTY - WI 5 P.

Space above for County Recorder's use
PARCEL I.D.# 27-20-302-0140

RIGHT-OF-WAY AND EASEMENT GRANT

RW# 39190

SJ MARKETPLACE, LLC, a Delaware 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 ten (10) feet in width 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 Salt Lake, State of Utah, and more particularly described as follows, and designated on Exhibit A attached hereto and by reference made a part of this Grant, to-wit:

Land of the Grantor located in the SW Quarter of Section 20, Township 3 South, Range 1 West, Salt Lake Base and Meridian;

A 10.00' WIDE GAS LINE EASEMENT LOCATED WITHIN LOT 7 OF OQUIRRH MOUNTAIN MARKET PLACE, AS RECORDED WITH THE OFFICE OF THE SALT LAKE COUNTY RECORDER,

BEGINNING AT THE NORTHEAST CORNER OF LOT 7, OQUIRRH MOUNTAIN MARKETPLACE SUBDIVISION, AS RECORDED WITH THE OFFICE OF THE SALT LAKE COUNTY RECORDER, SAID POINT BEING SOUTH 89°49'25" EAST ALONG THE SECTION LINE 439.88 FEET AND SOUTH 599.74 FEET FROM THE WEST QUARTER CORNER OF SECTION 20, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, AND RUNNING THENCE SOUTH 0°04'39" EAST ALONG THE EASTERLY LINE OF SAID LOT 7 A DISTANCE OF 10.00 FEET; THENCE SOUTH 89°55'21" WEST 101.57 FEET TO A POINT ON THE SOUTHERLY EXTENSION OF A PORTION OF THE NORTHERLY LINE OF SAID LOT 7; THENCE ALONG SAID NORTHERLY LINE AND LINE EXTENDED THE FOLLOWING TWO COURSES: 1) NORTH 0°04'39" WEST 10.00 FEET, 2) NORTH 89°55'21" EAST 101.57 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 and easement 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 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 does hereby covenant, warrant and agree as follows:

1. Grantor shall not build or construct, nor permit to be built or constructed, over or across the right-of-way and easement, any building, retaining walls, rock walls, footings or improvement which impairs the maintenance or operation of the Facilities.

2. Grantor shall not change the contour within the right-of-way and easement without prior written consent of Grantee.

3. Grantor 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 and easement, without prior written consent of Grantee.

4. Grantor shall not place personal property within the right-of-way and easement 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, and without any obligation of restoration or compensation.

6. Grantor 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 right-of-way and easement or any activities conducted thereon by Grantor, his/her/its agents, employees, invitees or as a result of Grantor's negligence.

This right-of-way and easement shall be binding upon and inure to the benefit of the successors and assigns of Grantor 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 4TH day of December, 2015.

Grantor:
 SJ MARKETPLACE, LLC,
 A Delaware limited liability company

By: *[Signature]*

Name: Steven Usdan

Its: Managing Member

STATE OF _____)
) ss.
 COUNTY OF _____)

On the _____ day of _____, 2015 personally appeared before me _____ who, being duly sworn, did say that he/she is a _____ of SJ MARKETPLACE, 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

*See attached
 CA certificate*

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)
On December 4, 2015 before me, Lori Guttenberg, Notary Public.
Date Here Insert Name and Title of the Officer
personally appeared Steven Usdan
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Lori Guttenberg
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Exhibit A

Lot 7 of Oquirrh Mountain Market Place
Section: 20, Township 3 South, Range 1 West, SLB & M
County: Salt Lake State: Utah
Parcel ID: 27-20-302-0140



Questar Gas Co.
WO# 01041037 / SLC2015
RW# 39190

