

WHEN RECORDED MAIL TO:

Questar Gas Company
P.O. Box 45360, Right-of-way
Salt Lake City, UT 84145-0360
The District-South St Tic Holdings L.C., San Tropez West Holdings LLC.le;

Job 4215

11756514
11/08/2013 09:58 AM \$16.00
Book - 10191 Pg - 2512-2515
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
QUESTAR GAS COMPANY
PO BOX 45360
SLC UT 84145-0360
BY: DDK, DEPUTY - MI 4 P.

Space above for County Recorder's use
PARCEL I.D.# 27203510280000

RIGHT-OF-WAY AND EASEMENT GRANT
UT35358

~~THE DISTRICT SOUTH ST TIC HOLDINGS, L.C., A Utah Limited Liability Company~~ JN
SAN TROPEZ WEST HOLDINGS, 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 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") 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 SOUTH DISTRICT TOWNHOMES, in the vicinity of 1758 S. DISTRICT DRIVE, SOUTH JORDAN, UTAH which development is more particularly described as:

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

BEGINNING AT A POINT ON THE NORTH RIGHT-OF-WAY OF 11800 SOUTH STREET, SAID POINT BEING ALSO ON THE SOUTH BOUNDARY LINE OF SAID THE SOUTH DISTRICT SUBDIVISION, SAID POINT BEING ALSO NORTH 89°50'48" WEST 1623.61 FEET, ALONG THE SECTION LINE, AND NORTH 55.50 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION 20; AND RUNNING THENCE, ALONG SAID NORTH RIGHT-OF-WAY AND SOUTH BOUNDARY LINE, NORTH 89°50'48" WEST 310.20 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF BANGERTER HIGHWAY AND THE SOUTHWEST BOUNDARY CORNER OF SAID THE SOUTH DISTRICT SUBDIVISION; THENCE, ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND THE WESTERLY BOUNDARY LINE OF SAID THE SOUTH DISTRICT SUBDIVISION, NORTH 02°00'49" WEST 573.47 FEET TO THE NORTHWEST BOUNDARY CORNER OF SAID THE SOUTH DISTRICT SUBDIVISION; THENCE ALONG THE NORTH BOUNDARY

LINE OF SAID THE SOUTH DISTRICT SUBDIVISION, SOUTH 89°59'18" EAST 599.79 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF DISTRICT DRIVE; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE, THE FOLLOWING SIX (6) COURSES: (1) SOUTHEASTERLY 46.49 FEET ALONG THE ARC OF A 30.00 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARS SOUTH 35°17'24" EAST 41.97 FEET, (2) SOUTHWESTERLY 142.41 FEET ALONG THE ARC OF A 180.00 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARS SOUTH 33°12'04" WEST 138.73 FEET, (3) SOUTH 55°52'00" WEST 117.50 FEET, (4) SOUTHWESTERLY 263.27 FEET ALONG THE ARC OF A 270.00 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARS SOUTH 27°56'00" WEST 252.96 FEET, (5) SOUTH 125.96 FEET, (6) SOUTHWESTERLY 8.85 FEET ALONG THE ARC OF A 19.50 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARS SOUTH 12°59'53" WEST 8.77 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 ____ day of _____, 20__.

~~DISTRICT-SOUTH ST TIC HOLDINGS LC.
By- _____ [Signature], Manager~~

SAN TROPEZ WEST HOLDINGS LLC.
By- _____ [Signature], Manager

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

~~On the 23rd day of October, 2013, personally appeared before me
Jeff Nielson who, being duly sworn, did say
that he/she is a Manager of The District South ST TIC Holdings L.C., 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.~~

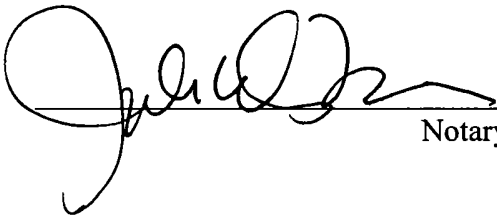


~~_____ Notary Public~~

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

On the 13rd day of October, 2013 personally appeared before me
Jeff Nielsen who, being duly sworn, did say
that he/she is a Manager of San Tropez West Holdings 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