

WHEN RECORDED MAIL TO:
Questar Gas Company
P.O. Box 45360, Right-of-way
Salt Lake City, UT 84145-0360
SL1192148 .lp; YJ

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10/24/2018 01:36 PM \$18.00
Book - 10724 Pg - 4365-4369
ADAM GARDINER
RECORDER, SALT LAKE COUNTY, UTAH
QUESTAR GAS COMPANY
PO BOX 45360
RIGHT OF WAY
SLC UT 84145-0360
BY: RMP, DEPUTY - WI 5 P.

Space above for County Recorder's use
PARCEL I.D.# 27-13-227-0220

RIGHT-OF-WAY AND EASEMENT GRANT

RW#40703

ST MALL OWNER, LLC, a Delaware limited liability company, "Grantor", does hereby convey and warrant to QUESTAR GAS COMPANY, a corporation of the State of Utah, dba Dominion Energy 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, sixteen (16) 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 Salt Lake County of, State of Utah, and more particularly described as follows, to-wit:

Land of the Grantor located in the Northeast Quarter of Section 13, Township 3 South, Range 1 West, Salt Lake Base and Meridian;

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 13, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN (BASIS OF BEARING BEING SOUTH 00°01'50" EAST 2599.00 FEET ALONG THE MONUMENT LINE OF STATE STREET BETWEEN THE MONUMENTS FOUND MARKING THE INTERSECTIONS OF 10600 SOUTH AND 10200 SOUTH STREETS), SAID EAST QUARTER CORNER OF SECTION 13 BEING NORTH 87°49'05" WEST, 135.08 FEET FROM THE MONUMENT AT THE INTERSECTION OF 10600 SOUTH AND STATE STREET, THENCE NORTH 00°01'50" WEST, 237.95 FEET; THENCE NORTH 89°58'10" EAST, 56.09 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 1°40'17" WEST, 16.00 FEET; THENCE NORTH 88°19'43" WEST, 146.29 FEET; THENCE SOUTH 46°40'17" WEST, 25.90 FEET; THENCE NORTH 88°16'40" WEST, 156.78 FEET, THENCE NORTH 1°39'51" EAST, 16.00 FEET; THENCE SOUTH 88°16'40" EAST, 150.16 FEET; THENCE NORTH 46°40'17" EAST, 25.89 FEET; THENCE SOUTH 88°19'43" EAST, 152.92 FEET TO THE POINT OF BEGINNING.

Contains: 5,263.52 Square Feet or .12 acres (the "Easement Area")

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, subject to Grantor's prior written consent, not to be unreasonably withheld. During temporary periods, and subject to Grantor's prior written consent, not to be unreasonably withheld, Grantee may use such portion of the property along and adjacent to the Easement Area 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 and Grantee do 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 Easement Area, any building, retaining walls, rock walls, footings or improvement which impairs the maintenance or operation of the Facilities. Grantor and Grantee acknowledge and agree that Grantor's use of the Easement Area for vehicular parking, drive lanes, and other existing improvements, or repairs of such improvements, shall be permitted, provided that such improvements do not unreasonably interfere with the safe maintenance or operation of the Facilities.
2. Grantor shall not change the contour within the Easement Area without prior written consent of Grantee, which consent shall not be unreasonably withheld.
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 Easement Area, without prior written consent of Grantee, which consent shall not be unreasonably withheld.
4. Grantor shall not place personal property within the Easement Area 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. Grantee shall, at its sole cost and expense, repair and restore those portions of the Easement Area and any adjacent land which are in any way affected, damaged, or disturbed due to the performance of Grantee's activities to a condition which is, to the extent practicable, identical to the condition that existed before the commencement of the activities, including without

limitation removal of all machinery and equipment, removal of waste materials and debris, and to the extent not inconsistent with applicable United States Department of Transportation regulations, 49 CFR Part 192, filling excavations with soil, grout, or other appropriate material, approved in advance by Grantor.

7. Under no circumstances shall the Grantee permit any mechanic's lien, materialmen's lien, or other lien of any kind on Grantor's property by anyone claiming by reason of any act or omission of the Grantee or any of its employees, agents, representatives, contractors, subcontractors, successors, or assigns, and the Grantee shall, at its expense, promptly remove any such liens.

8. The provisions of this grant are not intended to and do not constitute a dedication for public use or access of the right-of-way and Easement Area; it being the intent of the grant that all rights created are for private use or access.

This right-of-way 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.

[Signatures and Acknowledgements on Following Page]

WITNESS the execution hereof this 15th day of OCTOBER, 2018.

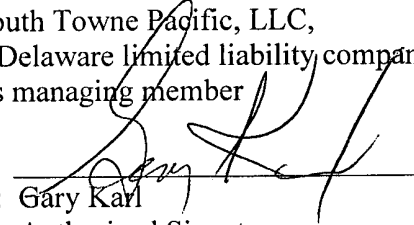
GRANTOR:

ST MALL OWNER, LLC,
a Delaware limited liability company

By: ST Mall Mezzco, LLC,
a Delaware limited liability company, its
sole economic member

By: GS Pacific ST LLC,
a Delaware limited liability company,
its sole economic member

By: South Towne Pacific, LLC,
a Delaware limited liability company,
its managing member

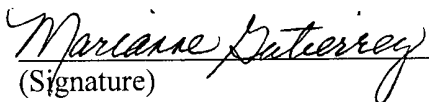
By: 
Name: Gary Karl
Title: Authorized Signatory

State of California)
) ss.
County of Los Angeles)

On October 15, 2018 before me, Marianne Gutierrez, Notary Public, personally appeared **Gary Karl** 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.

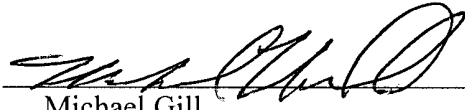
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.


(Signature)

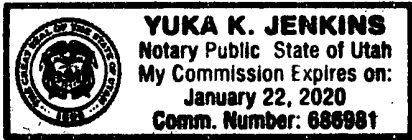


GRANTEE:
QUESTAR GAS COMPANY,
a corporation of the State of Utah,
dba Dominion Energy Utah

By: 
Michael Gill
Its: Authorized Representative

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

On the 23rd day of October, 2018 personally appeared before me Michael Gill who, being duly sworn, did say that he is an Authorized Representative of QUESTAR GAS COMPANY, a corporation of the State of Utah, dba DOMINION ENERGY UTAH, and that the foregoing instrument was signed on behalf of said company by authority of its Articles of Organization or its Operating Agreement.




Notary Public