

Recorded at the request of  
Kern River Gas Transmission Company

When Recorded Mail to:  
Kern River Gas Transmission Company  
Attn: Land Department  
PO Box 71400  
Salt Lake City, UT 84171-0400

Parcel No. 0085:486B:EU  
Tax ID No. 14-23-400-044

Kern River Gas Transmission Company  
**EXCLUSIVE RIGHT-OF-WAY AND EASEMENT**

12161907  
10/30/2015 1:54:00 PM \$22.00  
Book - 10375 Pg - 5732-5738  
Gary W. Ott  
Recorder, Salt Lake County, UT  
KIRTON & MCCONKIE  
BY: eCASH, DEPUTY - EF 7 P.

State of UTAH

County of Salt Lake

KNOW ALL MEN BY THESE PRESENTS, that the undersigned JOD Multi Family Holdings, LLC whose address is 978 West 1st St, Salt Lake City, UT hereinafter referred to as Grantor, for and in consideration of the sum of **TEN DOLLARS AND OTHER CONSIDERATIONS**, to the Grantor in hand paid by **KERN RIVER GAS TRANSMISSION COMPANY**, P.O. Box 71400, Salt Lake City, Utah 84171-0400, hereinafter referred to as Grantee, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, sell and convey unto said Grantee, its successors and assigns, an exclusive right-of-way and easement to locate, construct, entrench, maintain, protect, inspect and operate an underground pipeline(s) and/or communications cable(s) with appurtenances including but not limited to valves, metering equipment, electrical cable, cathodic equipment, underground conduit, cables, splicing boxes and roads (said pipeline, communications cable, appurtenances, valves, metering equipment, cathodic equipment, underground conduits, cables, splicing boxes, markers and roads being hereinafter sometimes collectively called the "facilities") over, under and through the hereinafter described land, approximately along the line designated by survey heretofore made or hereafter to be made by Grantee, through and over the said land on a right-of-way more specifically described as:

See attached Exhibits "A" and "B".

To the extent that any discrepancy exists between the legal description and survey heretofore made or hereinafter described and the actual location of the pipeline, the actual location of the pipeline(s) shall govern, with the right-of-way and easement running parallel to and extending twenty five feet on each side of the actual location of the centerline of the pipeline(s) as it exists on Grantor's property.

This right-of-way and easement shall carry with it the right of ingress and egress to and from, and access on and along said right-of-way, with the right to use existing and future roads, for the purpose of constructing, inspecting, repairing, protecting and maintaining the facilities and the removal or replacement of same at will, either in whole or in part, and the replacement of said pipeline with either like or different size pipe. During temporary periods Grantee may use such portions 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.

TO HAVE AND TO HOLD the above described rights and easements, together with all rights necessary to operate, protect and maintain the facilities over the right-of-way hereby granted unto the said Grantee, its successors and assigns, and the Grantee may assign the rights and easement herein granted, either in whole or in part, subject to the terms of this grant, and such rights and easements shall be covenants running with the land and be binding upon Grantor, his heirs, legal representatives and successors in title.

Grantee may at any time permanently abandon said right-of-way and at its discretion may remove or abandon in place facilities constructed thereon and upon such abandonment action. Grantee may at its discretion execute and record a reconveyance and release hereof, whereupon this right-of-way and easement and all rights and privileges herein mutually granted shall be fully cancelled and terminated.

Grantee shall compensate the Grantor for damages to Grantor's growing crops, pasture, fences, livestock and other real or personal property improvements caused by the construction, maintenance, repair, replacement or removal of the facilities. Grantee shall compensate the Grantor for damages to Grantor's timber caused by the initial construction of the facilities; thereafter, Grantee shall have the right to cut and keep clear without payment of damages all trees, brush and other obstructions that may in the Grantee's opinion endanger, hinder or conflict with the construction, operation, inspection, protection, maintenance and use of said facilities.

Grantee further agrees that within a reasonable time following the completion of construction, Grantee shall restore said right-of-way. Restoration shall include, where necessary, final grading, reseeding and installation of erosion control measures.

Grantor reserves the right to use and enjoy said property except for the purposes herein granted, but each use shall not hinder, conflict or interfere with Grantee's surface or subsurface rights hereunder and disturb its facilities and no road, reservoir, excavation, change in surface grade, obstruction or structure shall be constructed, created or maintained on, over, along or within said right of way without Grantee's prior written consent. For purposes of this right-of-way and easement, Grantor reserves the right to construct over and across the property subject to the

right-of-way and easement granted under this agreement, which improvements shall not hinder, conflict or interfere with Grantee's rights hereunder or disturb its facilities, (1) an access road to its property including asphalt, curb gutter and sidewalk, some of which might run parallel to the pipeline; (2) sidewalks and trails some of which might run parallel to the pipeline; (3) a parking lot including asphalt, curb, gutter and sidewalk; (4) associated fill; and (5) minor landscape features; as generally depicted on the preliminary design attached hereto as Exhibit "C", provided however, Grantor must obtain Grantee's written consent to construct such improvements by entering into an Encroachment Agreement and/or Encroachment Permit with Grantee prior to beginning construction of any improvements within the easement. Grantee shall, during initial construction bury said pipeline to a minimum depth of 36-inches. For avoidance of doubt, and regardless of any right granted in this agreement, Grantor shall not build or allow to be built any permanent foundation within the easement.

Grantee agrees to indemnify and hold harmless the Grantor from any claims or suits which may be asserted against the Grantor arising out of the Grantee's, its contractor's, or agent's negligent use of any of the Easements or intentional misconduct. Notwithstanding this, Grantee will not indemnify or hold Grantor harmless for any negligent act(s) or intentional misconduct of the Grantor, its employees, agents, contractors, subcontractors, tenants, licensees, or invitees, regardless of fault.

Grantor represents and warrants that he is the owner in fee simple of the said described land. Grantee shall have the right to discharge or redeem for Grantor, in whole or in part, any mortgage, tax or other lien on said land and thereupon be subrogated to such lien and rights incident thereto.

It is hereby understood that the parties securing this grant on behalf of the Grantee are without authority to make any covenant or agreement not herein expressed.

WITNESS THE EXECUTION HEREOF THE 30th DAY OF October, 202015

By [Signature]  
Witness to Signature(s)

GRANTOR(S)  
NAME Ico Multi Family Holdings, LLC  
James G. Seaberg, Manager  
NAME

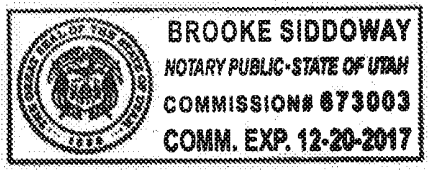
ACKNOWLEDGMENT

State of Utah  
County of Salt Lake

On Oct. 30 2015 before me, Brooke Siddoway  
Date Name and Title of Officer

Personally appeared James G. Seaberg  
Names(s) of Signer(s)

personally known to me --OR--  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.

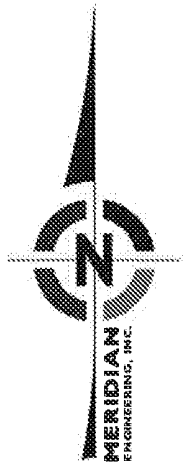
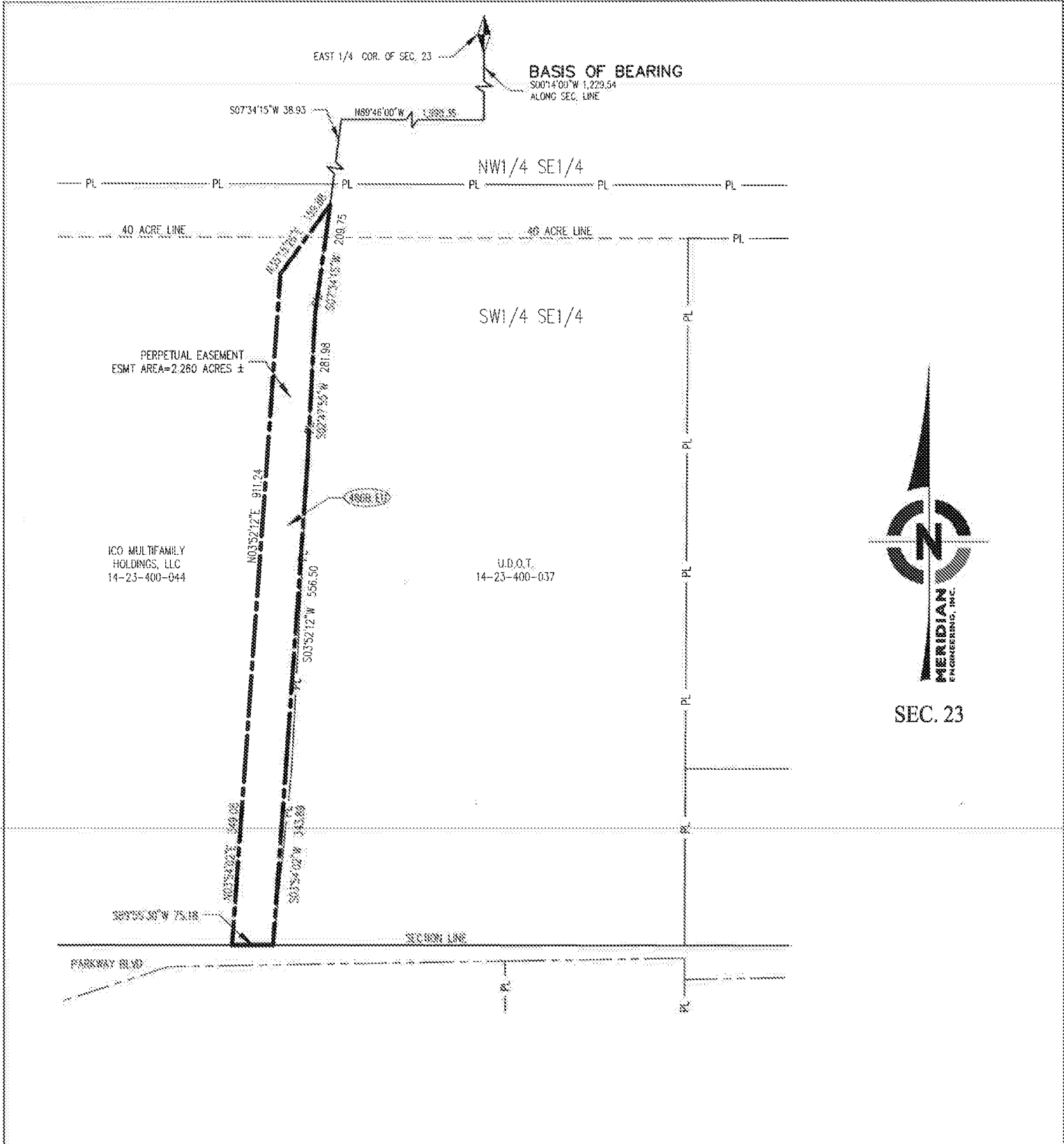


WITNESS my hand and official seal.  
Brooke Siddoway

Exhibit "A"

Parcel No. 0085:486B:EU  
Tax ID No. 14-23-400-044

A perpetual easement, upon part of an entire tract of property, in the SW1/4SE1/4 and the NW1/4SE1/4 of Section 23, T.1S., R.2W., S.L.B. & M., in Salt Lake County, Utah. The boundaries of said easement are described as follows: Beginning at a point in the easterly boundary line of said entire tract, which point is 1229.54 feet (1229.55 feet by record) S.00°14'00"W. along the quarter section line and 1990.35 feet (1990.36 feet by record) N.89°46'00"W. and 38.93 feet S.07°34'15"W. from the East Quarter Corner of said Section 23, said point is also 428.12 feet perpendicularly distant westerly from the Mountain View Corridor Right of Way Control Line opposite approximate engineer station 1880+96.15; and running thence S.07°34'15"W. 209.75 feet along said easterly boundary line; thence S.02°47'55"W. 281.98 feet along said easterly boundary line; thence S.03°52'12"W. 556.50 feet; thence S.03°54'02"W. 343.89 feet to the southerly boundary line of said entire tract; thence S.89°55'30"W. (S.89°55'26"W. by record) 75.18 feet along said southerly boundary line to a point 564.02 feet radially distant westerly from said control line opposite engineer station 1868+32.16; thence N.03°54'02"E. 349.08 feet; thence N.03°52'12"E. 911.24 feet; thence N.35°15'26"E. 159.88 feet to the point of beginning. The above described easement contains 98,455 square feet in area or 2.260 acres, more or less.



SEC. 23

This drawing should be used only as a representation of the location of the easement being conveyed. The exact location of all structures, lines and appurtenances is subject to change within the boundaries of the described easement area.

SCALE: N.T.S.      DATE: 09/02/2015

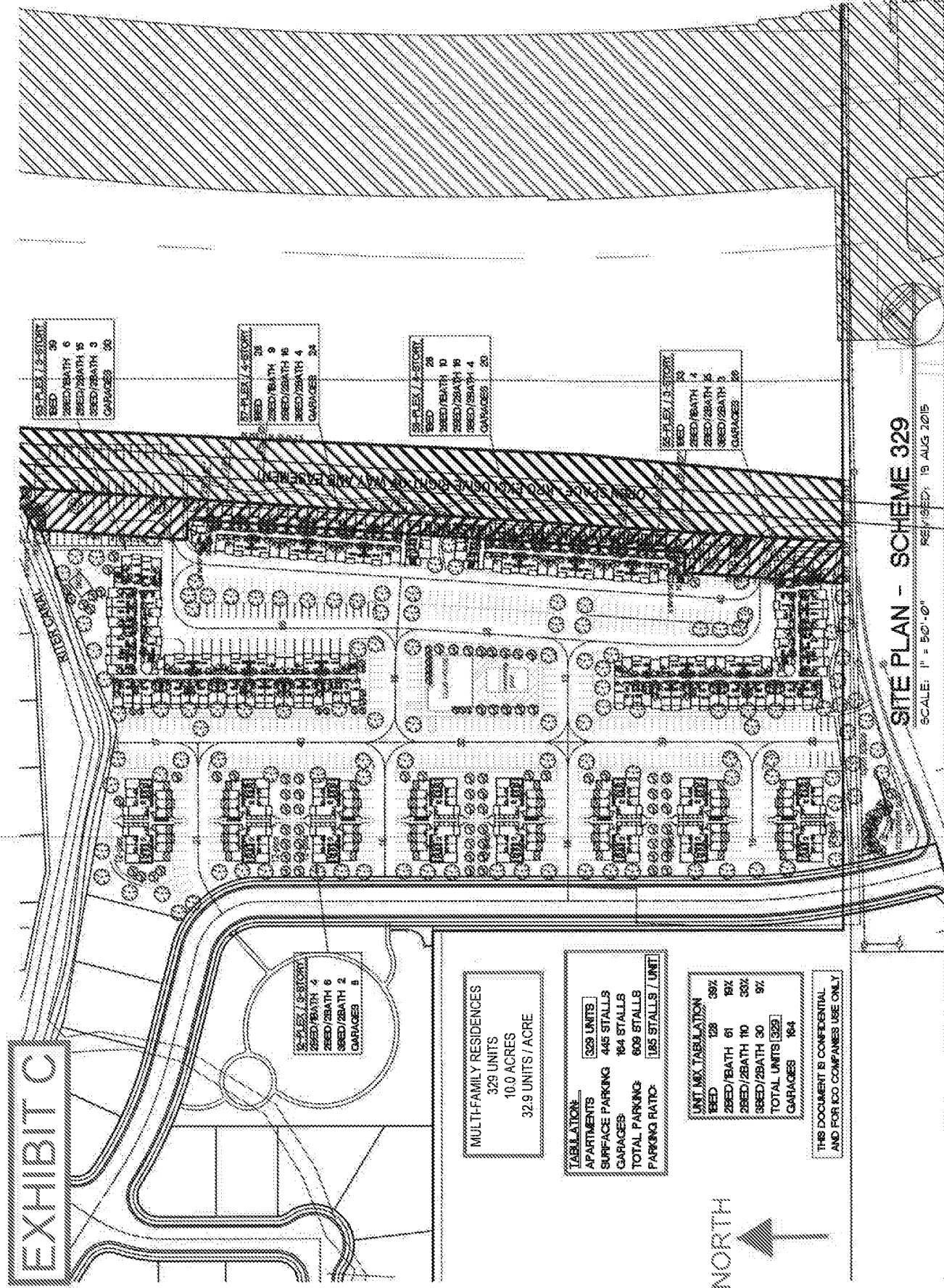


**EXHIBIT B**  
 PORTION SEC. 23,  
 T.1S., R.2W., SLB&M  
 SALT LAKE COUNTY, UTAH

BY: ALI      CKD: TB      APP:



THIS DOCUMENT IS CONFIDENTIAL  
AND FOR ICD COMPANIES USE ONLY



**SITE PLAN - SCHEME 329**  
SCALE: 1" = 50'-0"  
REVISED: 19 AUG 2015

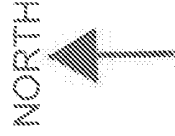
**EXHIBIT C**

MULTI-FAMILY RESIDENCES  
329 UNITS  
10.0 ACRES  
32.9 UNITS / ACRE

| TABULATION      |                   |
|-----------------|-------------------|
| APARTMENTS      | 329 UNITS         |
| SURFACE PARKING | 445 STALLS        |
| GARAGES         | 164 STALLS        |
| TOTAL PARKING   | 609 STALLS        |
| PARKING RATIO:  | 185 STALLS / UNIT |

| UNIT MIX TABULATION |            |
|---------------------|------------|
| 1BED                | 128 39%    |
| 2BED/1BATH          | 61 19%     |
| 3BED/2BATH          | 140 42%    |
| 3BED/2BATH 30       | 9%         |
| <b>TOTAL UNITS</b>  | <b>329</b> |
| GARAGES             | 164        |

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32-FLEX 1.5-STORY  
BED  
2BED/1BATH 6  
2BED/1BATH 15  
2BED/1BATH 3  
GARAGES 30

32-FLEX 1.5-STORY  
BED  
2BED/1BATH 9  
2BED/1BATH 16  
2BED/1BATH 4  
GARAGES 24

32-FLEX 1.5-STORY  
BED  
2BED/1BATH 10  
2BED/1BATH 16  
2BED/1BATH 4  
GARAGES 20

32-FLEX 1.5-STORY  
BED  
2BED/1BATH 4  
2BED/1BATH 16  
2BED/1BATH 3  
GARAGES 20

32-FLEX 1.5-STORY  
2BED/1BATH 4  
2BED/1BATH 6  
2BED/1BATH 2  
GARAGES 8

