

WHEN RECORDED MAIL TO:
Questar Gas Company
P.O. Box 45360, Right-of-Way
Salt Lake City, UT 84145-0360
Oquirrh Mtn. Marketplace, lc; yj

12108471
08/07/2015 02:10 PM \$18.00
Book - 10350 Pg - 8085-8089
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
QUESTAR GAS COMPANY
PO BOX 45360
SLC UT 84145-0360
BY: LTP, DEPUTY - WI 5 P.

Space above for County Recorder's use
PARCEL I.D.# 27-20-302-006
27-20-302-008
27-20-302-013
27-20-302-014

RIGHT-OF-WAY AND EASEMENT GRANT

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 twenty (20) 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, 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 20.00' GAS LINE EASEMENT LOCATED WITHIN LOT 3 AND 4 OF OQUIRRH MOUNTAIN MARKET PLACE, AS RECORDED WITH THE OFFICE OF THE SALT LAKE COUNTY RECORDER,

the centerline of said right-of-way and easement shall extend through and across the above described land and premises as follows, to-wit:

BEGINNING AT A POINT ON THE WESTERLY LINE OF SAID LOT 3, SAID POINT ALSO BEING SOUTH 00°04'39" EAST ALONG THE SECTION LINE 136.03 FEET AND NORTH 89°55'21" EAST 42.50 FEET AND SOUTH 89°47'46" EAST 132.20 FEET AND SOUTH 88°43'28" EAST 58.82 FEET FROM THE WEST QUARTER CORNER OF SECTION 20, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 88°43'28" EAST 83.19 FEET; THENCE SOUTH 1°53'08" WEST 180.03 FEET; THENCE SOUTH 8°04'39" EAST 68.03 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID LOT 4.

Parcel No. 27-20-302006 & 27-20-302008

ALSO, A 20.00' GAS LINE EASEMENT LOCATED WITHIN LOTS 6 AND 7 OF OQUIRRH MOUNTAIN MARKET PLACE, AS RECORDED WITH THE OFFICE OF THE SALT LAKE COUNTY RECORDER,

the centerline of said right-of-way and easement shall extend through and across the above described land and premises as follows, to-wit:

BEGINNING AT A POINT ON THE WESTERLY LINE OF SAID LOT 7, SAID POINT ALSO BEING SOUTH 00°04'39" EAST ALONG THE SECTION LINE 701.74 FEET AND NORTH 89°55'21" EAST 233.50 FEET FROM THE WEST QUARTER CORNER OF SECTION 20, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 89°55'21" EAST 109.50 FEET; THENCE NORTH 0°04'39" WEST 150.53 FEET; THENCE NORTH 8°04'39" WEST 54.19 TO A POINT ON THE NORTHERLY LINE OF SAID LOT 6.

Parcel No. 27-20-302013 & 27-20-302014

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 ____ day of _____, 2015.

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

By: Steven Usdan

Name: STEVEN USDAN

Its: MANAGING MEMBER

STATE OF _____)
COUNTY OF _____) ss.

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.

*See attached
CA certificate*

Notary Public

CALIFORNIA JURAT WITH AFFIANT STATEMENT

GOVERNMENT CODE § 8202

- See Attached Document (Notary to cross out lines 1-6 below)
- See Statement Below (Lines 1-6 to be completed only by document signer[s], *not* Notary)

1 _____
 2 _____
 3 _____
 4 _____
 5 _____
 6 _____

Signature of Document Signer No. 1 Signature of Document Signer No. 2 (if any)

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

Subscribed and sworn to (or affirmed) before me
 on this 23rd day of July, 2015
 by Date Month Year
 (1) Steven Usdan



(and (2) _____),
 Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature Lori Guttenberg
 Signature of Notary Public

Seal
 Place Notary Seal Above

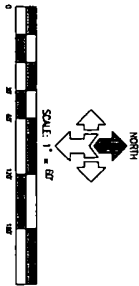
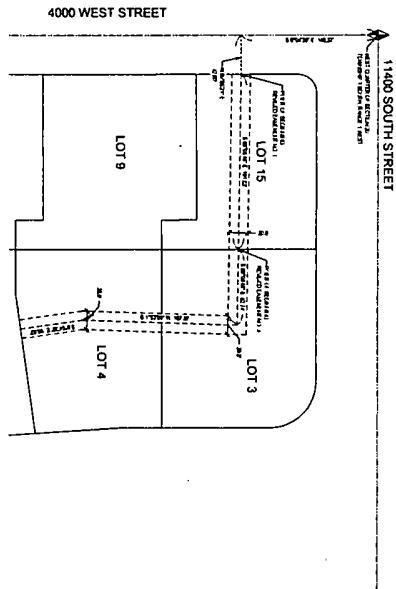
OPTIONAL

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

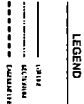
Title or Type of Document: _____ Document Date: _____

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



PROPOSED EASEMENT

A proposed easement is shown on the plan, which is a right to use another person's land for a specific purpose. The easement is shown as a dashed line with arrows indicating the direction of travel. The easement is proposed to be used for the purpose of providing access to the proposed structure on Lot 15. The easement is proposed to be used for the purpose of providing access to the proposed structure on Lot 15. The easement is proposed to be used for the purpose of providing access to the proposed structure on Lot 15.



REV	DATE	DESCRIPTION
1	2-10-13	SYSTEM SUBMITTAL NO. 1 & COMMENTS NO. 1
2		
3		
4		
5		
6		
7		

PROJECT NO. 154015

DATE: 1/20/15

SCALE: 1" = 80'

FIELD CENTER: N/A

CREATED BY: GMD

DATE: 1/20/14

GAS EASEMENT EXHIBIT

OQUIRRH MOUNTAIN MARKET PLACE

SOUTH JORDAN, UTAH

McNEIL ENGINEERING

843 South Jordy Parkway, Suite 200, South Jordan, Utah 84095 (801) 252-7899

Civil Engineering • Consulting & Landscape Architecture
Structural Engineering • Land Surveying & MDS

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