

WHEN RECORDED MAIL TO:  
Questar Regulated Services Company  
P.O. Box 45360, Right-of-way  
Salt Lake City, UT 84145-0360

7501200  
10/29/1999 01:38 PM 28.00  
NANCY WORKMAN  
RECORDER, SALT LAKE COUNTY, UTAH  
QUESTAR GAS COMPANY  
PO BOX 45360  
SLC UT 84145-0360  
BY: RDJ, DEPUTY - WI 10 P.

5099.jen.ip

**RIGHT-OF-WAY AND EASEMENT GRANT**

UT

7501200

RICHARD H. JENSEN, TRUSTEE; CRAIG JENSEN, TRUSTEE AND CAROL J. BOWMAN, TRUSTEE, Grantor(s), of Salt Lake County, State of Utah, do(es) hereby convey 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 to lay, maintain, operate, repair, inspect, remove and replace one pipeline through and across the following-described land and premises situated in the County of Salt Lake, State of Utah, to-wit:

Land of the Grantor located in the Southeast Quarter of Section 26, Township 2 South, Range 2 West, Salt Lake Base and Meridian;

Beginning at a point located on the North boundary line of 7800 South Street, North 32.24 feet and West 1,839.81 feet from the Southeast corner of Section 26, Township 2 South, Range 2 West, Salt Lake Base and Meridian; thence North 00°03'48" East, 2,617.87 feet to the North boundary of the Southeast quarter of Section 26, Township 2 South, Range 2 West, Salt Lake Base and Meridian; thence South 89°56'12" East, 30.00 feet; thence South 00°03'48" West, 2,617.87 feet to the North boundary line of 7800 South Street; thence North 89°56'13" West, 30.00 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. During initial construction, Grantee may use an additional 20 feet of the property along and adjacent to said right-of-way as may be reasonably necessary in connection with construction of the pipeline. 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 pipeline or any other rights granted to Grantee hereunder.

Grantee agrees that it will not discharge nor permit the discharge of any environmentally hazardous substance onto Grantors' property, and that Grantee's use of the right-of-way will not cause any environmentally hazardous consequences to the property and Grantee, for itself, its successors and assigns, agrees to indemnify and save and hold harmless Grantors, their agents, employees, successors or assigns, against and from any and all liability that may arise from Grantee's construction, operation, maintenance, repair, renewal, reconstruction, removal or use of said pipeline or right-of-way, unless caused by the sole negligence of Grantor or any of its agents, employees or successors.

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Grantee may at any time permanently abandon said right-of-way and thereupon within 6 months of said abandonment shall remove all improvements constructed thereon and upon such abandonment action, Grantee shall 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 canceled and terminated, except for Grantee's obligations to save and hold Grantors harmless as set forth above in the next preceding paragraph and to pay any and all costs and attorneys fees incurred by Grantor as a result of any breach by Grantee of any obligation of Grantee contained herein.

Whenever it becomes necessary for Grantee, its agents or contractors to cut a fence on the above described lands, Grantee agrees, at its option, either to keep the gaps closed or guarded in such a manner so as to prevent the entrance and exit of cattle or other livestock through such gap, or to construct at such place or places substantial gates with dual locks and to furnish Grantor with one set of keys thereto. Before any such fence is cut by Grantee, same shall be braced in order to prevent slackening of the wires along the fence in each direction from Grantee's temporary gap.

In the event that the above described lands are being used for the growing of any crop which requires irrigation at the time the pipeline is under construction, Grantee agrees to install and operate flumes across the right-of-way at all times during such construction operations. Grantee further agrees not to dam, block or obstruct in any manner any irrigation canals, drainage ditches or creeks located on said lands, and also agrees to replace or repair any levees or banks disturbed or damaged by Grantee's operations of said lands.

Grantee agrees to bury its pipeline to a depth not less than forty (40) inches measured from the top of the pipeline to the average level of the original ground on the two sides of the ditch in which said line is laid, and where said pipeline crosses an irrigation canal or drainage ditch, the top of the pipe shall be buried at least forty (40) inches below the lowest point of the channel where said pipeline crosses any such drainage ditch or canal. Grantee shall double-ditch the trench across Grantor's property by first removing the topsoil which topsoil shall be replaced back on top of the trench after construction.

Grantee agrees to restore the existing gravel road along the easterly property line of Grantors where disturbed by the construction of its pipeline.

Grantee agrees to pay damages to crops, fences, timber and livestock of Grantor, his tenants and lessees, which may arise from the operation and maintenance of the pipeline.

Grantee shall remove all stakes or posts which it, its contractors or agents, may have put into the ground, and shall restore the surface of the right-of-way and easement, to, as near as possible, to the condition of the surface, prior to said installation or maintenance.

Grantor(s) shall not build or construct, nor permit to be built or constructed, any building or other improvement over or across said right-of-way, nor change the contour thereof, without

written consent of Grantee, which consent shall not be unreasonably withheld. 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.

All maintenance and construction activities, including but not limited to surveying, leveling, grading, installing, placing, removal, reclaiming, recontouring and construction of any improvements are to be completed in accordance with Title 49 C.F.R. Part 192 - Pipeline Safety Standards and any and all other applicable industry practices and no blasting will be permitted within the pipeline easement.

Grantee agrees that in the event that it shall breach any provision hereof, that it will pay all costs and or attorneys fees incurred by Grantors as a result thereof.

This Right-of way and Easement Grant represents the entire agreement between the parties. This Right-of-Way and Easement Grant may be signed in counterparts using separate signature pages. All necessary signature pages shall be recorded with the original document. 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 5 day of October, 1999

  
Richard H. Jensen, Trustee

\_\_\_\_\_  
Craig Jensen, Trustee

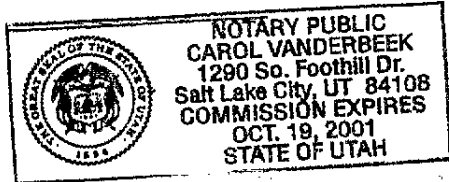
\_\_\_\_\_  
Carol J. Bowman, Trustee

QUESTAR GAS COMPANY

\_\_\_\_\_  
G. W. DeBernardi  
Vice President, Technical Support

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

On the 5 day of October, 1999, personally appeared before me  
Richard H. Jensen  
the signer(s) of the foregoing instrument, who duly acknowledged to me that he/she/they  
executed the same.



*Carol VanderbEEK*  
Notary Public

STATE OF )  
 ) ss.  
COUNTY OF )

On the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, personally appeared before me  
\_\_\_\_\_  
the signer(s) of the foregoing instrument, who duly acknowledged to me that he/she/they  
executed the same.

\_\_\_\_\_  
Notary Public

STATE OF )  
 ) ss.  
COUNTY OF )

On the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, personally appeared before me  
\_\_\_\_\_  
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executed the same.

\_\_\_\_\_  
Notary Public

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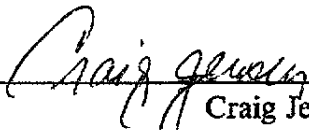
All maintenance and construction activities, including but not limited to surveying, leveling, grading, installing, placing, removal, reclaiming, recontouring and construction of any improvements are to be completed in accordance with Title 49 C.F.R. Part 192 - Pipeline Safety Standards and any and all other applicable industry practices and no blasting will be permitted within the pipeline easement.

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WITNESS the execution hereof this 6<sup>th</sup> day of OCTOBER, 1999.

Richard H. Jensen, Trustee

  
Craig Jensen, Trustee

Carol J. Bowman, Trustee

QUESTAR GAS COMPANY

G. W. DeBernardi  
Vice President, Technical Support

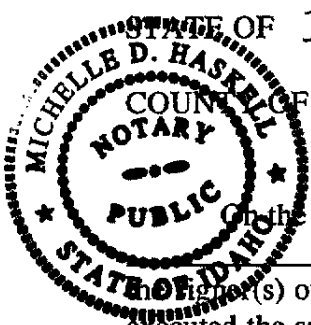
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STATE OF UTAH )  
 ) ss.  
COUNTY OF SALT LAKE )

On the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, personally appeared before me

\_\_\_\_\_  
the signer(s) of the foregoing instrument, who duly acknowledged to me that he/she/they executed the same.

\_\_\_\_\_  
Notary Public



STATE OF Idaho )  
 ) ss.  
COUNTY OF Bonneville )

On the 10th day of October, 1999, personally appeared before me

Craig Jensen  
the signer(s) of the foregoing instrument, who duly acknowledged to me that he/she/they executed the same.

Michelle D. Haskell  
Notary Public  
Residing at Idaho Falls  
Expiration date 3/16/2004

STATE OF )  
 ) ss.  
COUNTY OF )

On the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, personally appeared before me

\_\_\_\_\_  
the signer(s) of the foregoing instrument, who duly acknowledged to me that he/she/they executed the same.

\_\_\_\_\_  
Notary Public

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WITNESS the execution hereof this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
Richard H. Jensen, Trustee

\_\_\_\_\_  
Craig Jensen, Trustee

*Carol J. Bowman*  
\_\_\_\_\_  
Carol J. Bowman, Trustee

QUESTAR GAS COMPANY

\_\_\_\_\_  
G. W. DeBernardi  
Vice President, Technical Support

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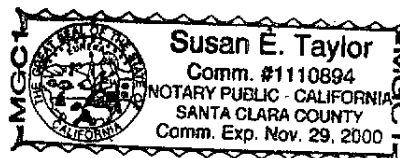
NOTARY ACKNOWLEDGMENT

STATE OF CALIFORNIA }ss  
COUNTY OF Santa Clara }

On 10/18/99 before me, Susan E. Taylor, a Notary Public in and for said State, personally appeared Carol G. Bowman, 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.

Signature Susan E. Taylor



(This area for official notarial seal)

OPTIONAL:

DESCRIPTION OF ATTACHED DOCUMENT



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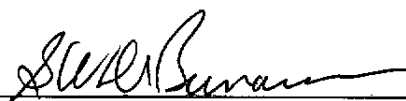
WITNESS the execution hereof this 4<sup>th</sup> day of October, 1999.

\_\_\_\_\_  
Richard H. Jensen, Trustee




\_\_\_\_\_  
Craig Jensen, Trustee

\_\_\_\_\_  
Carol J. Bowman, Trustee

QUESTAR GAS COMPANY



G. W. DeBernardi  
Vice President, Technical Support

Approved:  
Property   
Property   
Legal   
V.P. \_\_\_\_\_

BK8319PG4703

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

On the 4<sup>th</sup> day of October, 1999 personally appeared before me G. W. DeBernardi, who, being duly sworn, did say that he is the Vice President of Technical Support of Questar Gas Company and that the foregoing instrument was signed on behalf of said corporation by authority of a resolution of its Board of Directors or its Bylaws, and said G. W. DeBernardi acknowledged to me that said corporation duly executed the same.

*Timothy R. Blackham*  
Notary Public

