

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

E 2784805 B 5929 P 1024-1030
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
01/07/2014 03:54 PM
FEE \$22.00 Pgs: 7
DEP RT REC'D FOR QUESTAR

With a Copy To:
Corporation of the Presiding Bishop of
The Church of Jesus Christ of Latter-day Saints
Attn: Real Estate Services Division [545-4603]
50 E. North Temple St., 12th Floor
Salt Lake City, Utah 84150

Tax Parcel No: 09-034-0052 *pt*

[Space above for County Recorder's Use]

RIGHT-OF-WAY AND EASEMENT GRANT

Questar File No. 36089

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of TEN and NO/100 DOLLARS (\$10.00) and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, paid to CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole, ("Grantor"), by QUESTAR GAS COMPANY, a Utah corporation ("Grantee"), Grantor does hereby grant, bargain, sell, transfer and convey unto Grantee a non-exclusive right-of-way and easement twenty feet (20') in width over, across, under and through the following land situated in Davis County, State of Utah (the "Land") within Section 8, Township 4 North, Range 1 West, Salt Lake Base and Meridian.

EASEMENT DESCRIPTION. This right-of-way and easement grant (this "Easement Agreement") shall permit Grantee to 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 including but not limited to those described below (hereinafter collectively called "Facilities"), through and across the Land, as described and depicted on Exhibit A, attached hereto and made a part hereof. The "Easement Area" shall be twenty feet (20') in width as described below.

PERIMETER DESCRIPTION OF A 20.00 FOOT WIDE NATURAL GAS EASEMENT LOCATED IN THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN.

BEGINNING AT A POINT ON GRANTOR'S EAST PROPERTY LINE SAID POINT BEING 1206.99 FEET SOUTH 0°08'39" WEST ALONG THE SECTION LINE AND 393.57 FEET NORTH 89°51'21" WEST FROM THE NORTHEAST CORNER OF THE NORTHWEST CORNER OF SECTION 8, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 89°52'00" WEST 20.00 FEET; THENCE NORTH 00°08'00" EAST 145.22 FEET; THENCE SOUTH 89°56'50" WEST 278.22 FEET; THENCE SOUTH 45°01'13" WEST 17.57 FEET; THENCE SOUTH 00°08'00" WEST 130.62 FEET; THENCE WEST 167.61 FEET; THENCE NORTH 20.00 FEET; THENCE EAST 147.66 FEET; THENCE NORTH 00°08'00" EAST 118.92 FEET; THENCE NORTH 45°01'13" EAST 34.10 FEET TO THE NORTH PROPERTY LINE OF GRANTOR'S PROPERTY; THENCE NORTH 89°56'50" EAST 306.55 FEET ALONG SAID NORTH PROPERTY LINE TO GRANTOR'S EAST PROPERTY LINE; THENCE SOUTH 00°08'00" WEST 165.29 FEET ALONG SAID EAST PROPERTY LINE TO THE POINT OF BEGINNING.

EASEMENT SCOPE. Grantee shall be entitled to have and to hold the easement granted by this Easement Grant (the "Easement") until terminated as set forth in this Easement Agreement, with the right of ingress to, egress from, and access on and along the right-of-way to construct, maintain, operate, repair, inspect, protect, remove, and replace the Facilities. This Easement shall carry with it the right to use existing roads for the purpose of conducting

the foregoing activities. Grantee agrees, at its sole cost and expense to promptly and in a good and husbandlike manner repair any damage caused by Grantee resulting from such ingress, egress, or maintenance activities. Grantee agrees to notify Grantor prior to any of the initial construction near or affecting Grantor's irrigation lines such that a representative of Grantor can be present when the construction takes place.

Grantee may also temporarily use such portion of the Land along and adjacent to the right-of-way as may be reasonably necessary in connection with construction, maintenance, repair, removal, or replacement of the Facilities upon the condition that the Grantee previously notifies Grantor. Grantee agrees, at its sole cost and expense to promptly and in a good and husbandlike manner restore any areas so used to the condition existing prior to such entry and use.

Grantee shall not permit or allow its contractors, agents, employees, successors or assigns to fish or hunt on the Land. Grantee, its contractors, agents, employees, successors or assigns are not permitted to consume, have in their possession, or be under the influence of alcohol or illegal drugs while on the Land.

Grantee shall also notify Grantor prior to entering the Easement for purposes of initial construction and any activities which require trenching following construction. Grantee may enter the Easement without prior notice if an emergency requires such entry.

GRANTOR'S USE OF LAND. Grantor shall have the right to use the Land, except for the purposes for which this Easement is granted to Grantee, provided such use does not materially interfere with the Facilities or any other rights granted to Grantee under this Easement Agreement. Grantor shall not build or construct nor in any way permit to be built or constructed any buildings or other improvements over or across the right-of-way, nor change its contour without the prior written consent of Grantee, which consent will not be unreasonably withheld or delayed. In the event that Grantor shall have a need to install or repair any improvements near the pipeline at any time, Grantee shall have an authorized representative of Grantee present at the Property to locate the pipeline within forty-eight (48) hours of Grantor's telephonic request. Notwithstanding anything set forth herein, Grantor must comply with the Damage to Underground Utilities Act, Utah Code Ann. §§54-82-1 *et seq.*

GRANTEE'S RESTORATION OF LAND. For any work by Grantee, Grantee shall restore the landscaping and surface of the Land to the condition and quality prior to commencement of the work. Grantee will remove the topsoil from the pipeline trench associated with the Facilities and will segregate said topsoil from the subsoil excavated from trench. After the Facilities have been installed, the topsoil shall be replaced to its original position relative to the subsoil. Grantee agrees to restore the surface drainage contour on the Land to the contour that existed prior to installation of the Facilities.

DAMAGE TO IMPROVEMENTS OR FENCES OF GRANTOR. For any work by Grantee, Grantee agrees to pay all damages that may arise to improvements or fences of Grantor caused by Grantee's or Grantee's Agents entry onto, presence upon, or work performed on the Easement Area or the Land. Should any unresolved dispute arise as to such damages, it shall, at the written request of either party, be arbitrated and determined by three arbitrators, to be chosen in the following manner: one (1) arbitrator to be appointed by Grantors and one by Grantee within twenty (20) days after such request, and the third arbitrator to be promptly appointed by the other two (2) arbitrators. The decision of any two (2) of the arbitrators so appointed shall be final. Any such arbitration shall be conducted in accordance with the commercial arbitration rules of the American Arbitration Association.

CONDITION OF THE EASEMENT AREA. Grantee accepts the Easement Area and all aspects thereof in "AS IS", "WHERE IS" condition, without warranties, either express or implied, "with all faults", including but not limited to both latent and patent defects, and the existence of hazardous materials, if any. Grantee hereby waives all warranties, express or implied, regarding the title, condition and use of the Easement Area, including, but not limited to any warranty of merchantability or fitness for a particular purpose.

INDEMNITY. Grantee shall indemnify, defend (by counsel reasonably acceptable to Grantor and hold Grantor and its divisions, subsidiaries, partners and affiliated companies and its and their employees, officers, members, attorneys, agents, representatives, and professional consultants and its and their respective successors and assigns (collectively the "Indemnitees") harmless from and against any loss, damage, injury, accident, fire or other casualty, liability, claim, cost or expense (including but not limited to, reasonable attorneys' fees) of any kind or

character to any person or property including the property of the Indemnitees, (collectively, the "Claims") arising from or relating to (a) any use of the Easement Area or Land by Grantee or its employees, officers, directors, contractors, agents, invitees, licensees and/or affiliates (collectively, the "Representatives"), (b) any act or omission of Grantee or any of its Representatives, (c) any bodily injury, property damage, accident, fire or other casualty to or involving Grantee or its Representatives and its or their property on the Easement Area or Land, (d) any violation or alleged violation by Grantee or its Representatives of any law or regulation now or hereafter enacted, (e) the failure of Grantee to maintain the Land in a safe condition, (f) any loss or theft whatsoever of any property or anything placed or stored by Grantee or the representatives on or about the Easement Area or the Land, (g) any breach by Grantee of its obligations under this Right-of-Way and Easement Agreement, and (h) any enforcement of Grantor of any provision of this Right-of-Way; provided, however, that the foregoing indemnity shall not apply to the extent any such claim is ultimately established by a court of competent jurisdiction to have been caused by the sole negligence or willful misconduct of the Indemnitees.

RELEASE. Grantee, on behalf of itself, its shareholders, partners, members, subsidiaries, affiliates, successors and assigns and anyone claiming by, through or under Grantee hereby fully and irrevocably releases the Indemnitees, from any and all claims that it may now have or hereafter acquire against any of the Indemnitees for any costs, loss, liability, damage, expenses, demand, action or cause of action arising from or related to the Easement Area, the Land or the subject matter of the Easement Agreement, except to the extent any such claim is ultimately established by a court of competent jurisdiction to have been caused by the acts or omissions of the Indemnitees. The foregoing release is not a release of any express covenant of Grantor under this Easement Agreement.

HAZARDOUS SUBSTANCES. Except for (i) natural gas transported by the Facilities, (ii) motor fuels used by vehicles and construction equipment, and (iii) materials used for installation of the Facilities including x-ray equipment and epoxy for pipeline coatings, Grantee agrees not to transport, generate, store, dispose of, release, or use any Hazardous Substances on the Easement Area or Land. As used in this Easement Grant, the term "Hazardous Substances" means all hazardous and toxic substances, wastes or materials, including without limitation, hydrocarbons (including naturally occurring or man-made petroleum and hydrocarbons), flammable materials, explosives, urea formaldehyde insulation, radioactive materials, biologically hazardous substances, PCB s, pesticides, herbicides, and any other kind and/or type of pollutants or contaminants (including, without limitation, asbestos and raw materials which include hazardous constituents), sewage sludge, industrial slag, solvents and/or any other similar substances or materials which, because of toxic, flammable, ignitable, explosive, corrosive, reactive, radioactive, or other properties may be hazardous to human health or the environment and/or are included under, subject to or regulated by any Hazardous Waste Laws. Grantee agrees to immediately notify Grantor of any leaking or spillage of Hazardous Substances on the Easement Area or the Land. Grantee shall be exclusively liable for all cleanup and remediation costs thereof.

As used in this Easement Agreement, the term "Hazardous Waste Laws" means any and all present and future applicable (i) federal, state and local statutes, laws, rules or regulations governing Hazardous Substances; (ii) judicial or administrative interpretations thereof, including any judicial or administrative orders or judgments; and (iii) ordinances, codes, plans, injunctions, decrees, permits, demand letters, concessions, grants, franchises, licenses, agreements, notices, or other governmental restrictions, relating to the protection of the public health, welfare, and the environment, or to any actual, proposed or threatened storage, holding, existence, release, emission, discharge, spilling, leaking, pouring, pumping, injection, dumping, discarding, burying, abandoning, generation, processing, abatement, treatment, removal, disposition, handling, transportation or other management of any Hazardous Substance or any other activity or occurrence that causes or would cause any such event to exist.

MECHANICS' LIENS. Grantee shall not suffer or permit to be enforced against the Land, or any part thereof, any mechanics', materialmen's, contractors' or subcontractors liens or any claim for damage arising from the work of any construction, excavation, survey, tests, grading, repair, restoration, replacement or improvement, or any other work, performed by Grantee or its contractors, subcontractors, agents, employees, and other representatives, but Grantee shall pay or cause to be paid all of said liens, claims or demands before any action is brought to enforce the same against the Land. Grantee expressly agrees to indemnify, defend and hold harmless Grantor and the Land free from all liability for any and all such liens, claims and demands, together with reasonable attorneys' fees and all costs and expenses in connection therewith.

ABANDONMENT. The rights herein granted shall continue until such time as Grantee ceases to use the Easement set forth in this Easement Agreement for a period of five (5) successive years, in which event, this Easement shall terminate and all rights hereunder, and any improvements remaining on the Land, shall revert to or otherwise become the property of Grantor. Upon abandonment of the Facilities by Grantee or termination as set forth above, whether by intentional act or by non-use, Grantee shall promptly take all actions necessary or desirable to cleanup, mitigate the effects of use, and render the Facilities and pipeline right-of-way environmentally safe and fit for abandonment in place, according to Department of Transportation specifications and other applicable federal and state laws and regulations. All such cleanup and mitigation shall be performed in compliance with all federal, state, and local laws and regulations. Grantee's responsibilities to indemnify the Indemnitees shall continue thereafter until fully paid and/or performed. At the end of any such five (5) year period, Grantee shall record a document evidencing such abandonment and the release of the Easement and right-of-way.

SUCCESSORS AND ASSIGNS. This Right-of-Way and Easement Agreement shall be binding upon and inure to the benefit of the successors and assigns of Grantor and the successors and assigns of Grantee. This Easement Agreement may be assigned to an affiliate or successor of Grantee without the prior written approval of Grantor. In the event of any such assignment, Grantee shall remain fully liable to pay and perform all of the obligations of the Grantee contained herein. This Easement Agreement may only be assigned in whole or in part by Grantee to unrelated third parties upon obtaining Grantor's written approval, which approval will not be unreasonably withheld by Grantor. Any assignment or transfer in violation of this paragraph shall be void and shall vest no right in the purported assignee or transferee.

[Signatures and notaries on following pages.]

WITNESS the execution hereof this 16 day of DECEMBER, 2013.

CORPORATION OF THE PRESIDING BISHOP
OF THE CHURCH OF JESUS CHRIST OF
LATTER-DAY SAINTS, a Utah corporation sole



By: Terry F. Rudd
Name (Print): Terry F. Rudd
Its: Authorized Agent

TRR
5/12

QUESTAR GAS COMPANY, a Utah corporation

By: James B. Hartley
Name (Print): James B. Hartley
Its: General Manager Engineering

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

On this 16 day of December, 2013, personally appeared before me TERRY F. RVAD, personally known to me to be an Authorized Agent of CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole, who acknowledged before me that he signed the foregoing instrument as Authorized Agent for CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole, and that the seal impressed on the within instrument is the seal of said corporation; and that said instrument is the free and voluntary act of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said corporation and that said corporation executed the same.

WITNESS my hand and official seal.



Notary Public



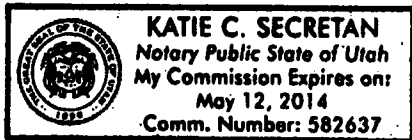
STATE OF UTAH)
) :ss
COUNTY OF SALT LAKE)

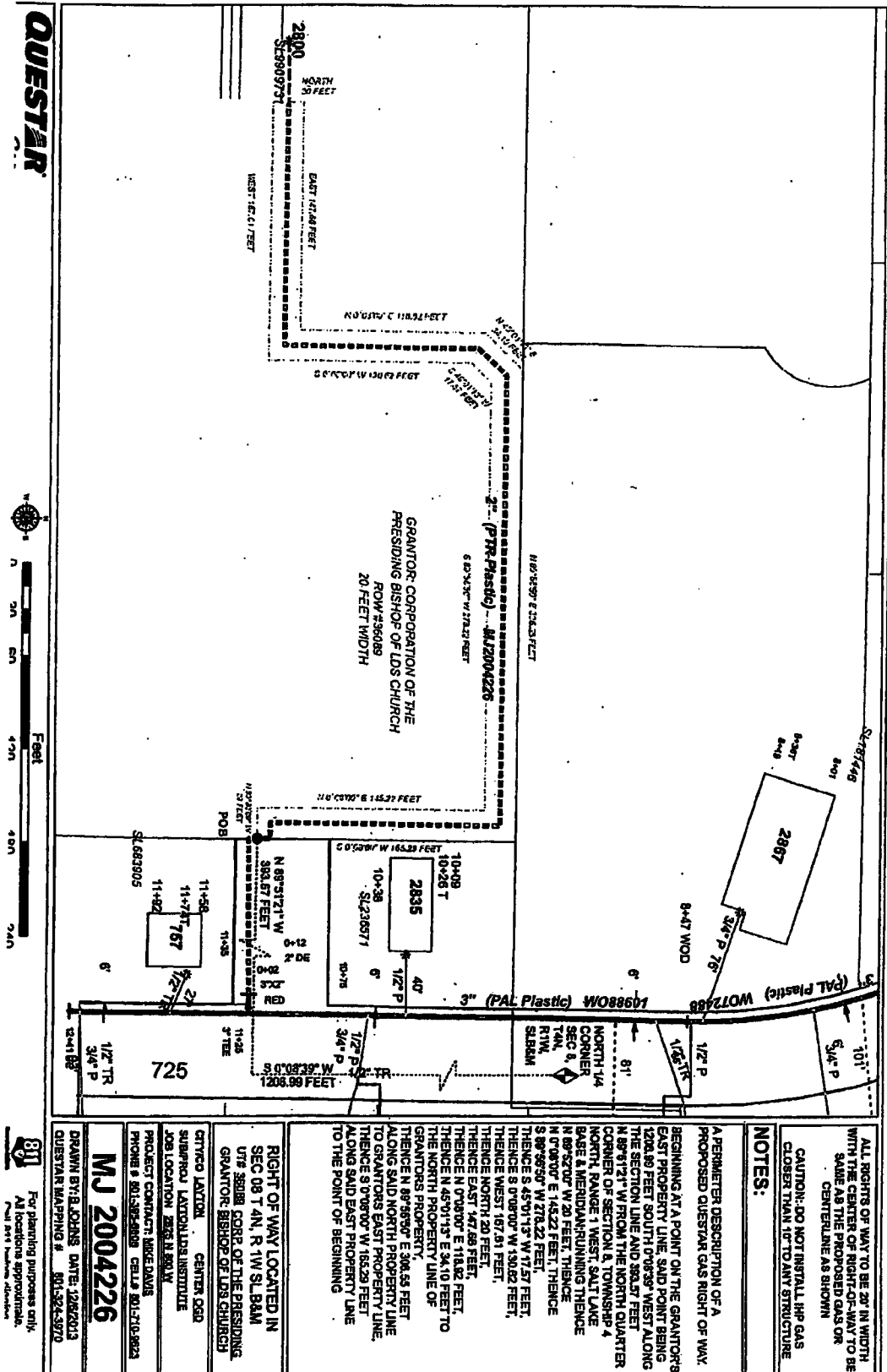
The foregoing instrument was acknowledged before me this 26th day of December, 2013, by JAMES B. HASTY as Gen. Mgr. Engineering of QUESTAR GAS COMPANY, a Utah corporation, and that said instrument is the free and voluntary act of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument on behalf of said corporation and that said corporation executed the same.

WITNESS my hand and official seal.



Notary Public





ALL RIGHTS OF WAY TO BE 20' IN WIDTH WITH THE CENTER OF RIGHT-OF-WAY TO BE SAME AS THE PROPOSED GAS OR CENTERLINE AS SHOWN

CAUTION: DO NOT INSTALL HP GAS CLOSER THAN 10' TO ANY STRUCTURE

NOTES:

A PERMETER DESCRIPTION OF A PROPOSED QUESTAR GAS RIGHT OF WAY, BEGINNING AT A POINT ON THE GRANTOR'S EAST PROPERTY LINE, SAID POINT BEING 1200.80 FEET SOUTH 0°08'39" WEST ALONG THE SECTION LINE AND 382.87 FEET N 89°12'1" W FROM THE NORTH QUARTER CORNER OF SECTION 8, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, RUNNING THENCE N 89°52'07" W, 20 FEET, THENCE N 0°07'07" E, 145.22 FEET, THENCE S 89°59'50" W, 278.22 FEET, THENCE S 89°01'13" W, 172.57 FEET, THENCE S 0°09'00" W, 130.82 FEET, THENCE WEST 197.81 FEET, THENCE NORTH 20 FEET, THENCE EAST 147.86 FEET, THENCE N 0°09'07" E, 118.82 FEET, THENCE N 45°01'13" E, 54.10 FEET TO THE NORTH PROPERTY LINE OF GRANTOR'S PROPERTY, THENCE N 89°56'50" E, 306.55 FEET ALONG SAID NORTH PROPERTY LINE TO GRANTOR'S EAST PROPERTY LINE, THENCE S 0°08'00" W, 185.29 FEET ALONG SAID EAST PROPERTY LINE TO THE POINT OF BEGINNING

RIGHT OF WAY LOCATED IN SEC 08 T 4N, R 1W SL 8AM UTA 38898 CORP. OF THE PRESIDING GRANTOR BISHOP OF LOS CHURCH

CITY OF LAYTON CENTER CO. SUBDIVISION LAYTON INSTITUTE JOB LOCATION 288 N 800 W PROJECT CONTACT MIKE DAVIS PHONE # 801-582-8808 CELL # 801-571-9823

MJ 2004226

DRAWN BY: B. JOHNS DATE: 12/06/2013 QUESTAR DRAWING # 801-524-5970

For planning purposes only. All locations approximate.

Exhibit A