

WHEN RECORDED MAIL TO:  
Questar Regulated Services Company  
P.O. Box 45360, Right-of-way  
Salt Lake City, UT 84145-0360  
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8491395  
01/14/2003 08:44 AM 16.00  
Book - 8720 Pg - 2154-2157  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
QUESTAR REGULATED SERVICES  
PO BOX 45360  
SLC UT 84145-0360  
BY: ZJK, DEPUTY - WI 4 P.

Space above for County Recorder's use  
PARCEL I.D.# 20-26-300-001

8491395

**RIGHT-OF-WAY AND EASEMENT AGREEMENT**  
UT 20640

THE ELMER N. JENSEN FAMILY TRUST, dated July 18, 1993

Grantor, does 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 30.0 feet in width, 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 Section 26, Township 2 South, Range 2 West, Salt Lake Base and Meridian;

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 North 48.00 feet from the Southwest Corner of said Section 26, said point being on Grantor's west property line, 15.0 feet north of the north line of 7800 South Street; thence East 3,520.0 feet, to Grantor's east property line and a point 15.0 feet north of the north line of said 7800 South Street;

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

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said pipeline or right-of-way, unless caused by the sole negligence of Grantor or any of its agents, employees or successors.

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 10<sup>th</sup> day of December, 2002.

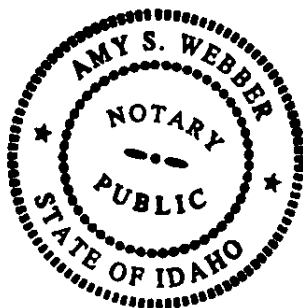
QUESTAR GAS COMPANY

By- [Signature]  
Attorney-in-Fact

[Signature]  
Craig Jensen, Trustee

STATE OF IDAHO )  
 ) ss.  
COUNTY OF Bonneville )

On the 10<sup>th</sup> day of December, 2002, 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.



[Signature]  
Notary Public  
My Commission expires 9-30-2008

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

*December 27*

On ~~November 7~~, 2002, personally appeared before me Richard A. Hellstrom, who, being duly sworn, did say that he is Attorney-In-Fact for 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, an official certification of which is recorded as Entry #7376701, at Book 8284, Page 183, in the Office of the Salt Lake County Recorder.

*Daryn D. Christensen*  
\_\_\_\_\_  
Notary Public

