A. T.

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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ENT 110533 BK 5243 PS 180
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
1999 Oct 13 1:55 pm FEE 18.00 BY SS
RECORDED FOR QUESTAR REGULATED SERVICES

LICENSE AGREEMENT

UT06425

QUESTAR GAS COMPANY, a Utah corporation, as Licensor, for and in consideration of the mutual promises contained herein, grants to STOLY ASSOCIATES, L.C., a Utah Limited Liability Company, as Licensee, this 30 day of 4 lates 1999, a LICENSE, to construct, operate and maintain an encroachment on that certain Right-of-Way and Easement dated June 7, 1962, and recorded August 11, 1962, as entry number # 10985 in Book 912 at Pages 525-6 of the official records of Utah County, to wit:

Land of the Grantor located in the Southwest Quarter of Section 32, Township 5 South, Range 2 East, Salt Lake Base and Meridian;

A strip of land 30.00 feet in width, beginning at a point West 1,017.45 feet and North 825.00 feet from the South Quarter Corner of said Section 32; thence North 49°52'10" West 682.74 feet;

Collectively referred to as the "Easement(s)".

- 1. Licensor licenses to Licensee, without warranty of title, the right to construct two (2) concrete pads with three (3) sided enclosures for trash receptacles, over Licensor's Easement at 71 and 81 South 1380 West, Lindon, Utah County, State of Utah, as shown on the copy of the drawing of the property attached as Exhibit "A" and by this reference made a part hereof. Said trash receptacle enclosures, herein after "Encroachment", shall not be located over any pipeline(s) located in the Easement.
- 2. The grant of this license is subject and subordinate to the Easements, any rights of which may be exercised without liability to Licensee and without liability for compensation of damages.
- 3. The Encroachment shall be maintained and used in such a manner as will cause no interference with the constant and uninterrupted use of the natural gas facilities on the Easements, and Licensee shall make no use of the Encroachment or make changes thereto or do anything that at anytime would impair the safety of the natural gas facilities. In particular:
 - A. Unless otherwise expressly provided in this License, Licensee shall construct and maintain the Encroachment so that at all times there is a minimum cover of three feet over the pipelines. Grading work resulting in cover depths greater than 60 inches will require the prior approval of Licensor.

- B. Licensee shall give at least 48 hours telephone notification to Licensor in advance of commencement of construction of the Encroachment or in advance of commencement of any subsequent construction or maintenance of the Encroachment. Licensor may, at its sole discretion, choose to have a representative present during any construction or maintenance activities. The telephone notice shall be given directly to Ivan Withers, Supervisor High Pressure Construction, or his sucessor, at (801) 324-3380.
- C. No structures with footings, other than a concrete slab, (including poles, guys, anchors, etc.) may be constructed or placed within the Easements. No trees, shrubs or any other deep-rooted plant may be planted or grown within ten feet of the pipelines.
- D. Prior to and during any excavation within the Easements, Licensee shall comply with Utah Code Ann. §§ 54-8a-2 through 54 8a-11, as amended (Blue-Stakes notice).
- 4. Any waiver by Licensor of any breach of conditions, covenants and agreements herein contained or in the Easements shall in no way impair the right of Licensor to avail itself of any subsequent breach.
- 5. Licensee by acceptance of this license hereby releases, discharges and forever acquits Licensor, and agrees to hold Licensor harmless from and against any and all fines, claims, causes of action or liabilities, including attorney's fees and costs, as a result of the erection and continued maintenance of the Encroachment upon the Easements.
- 6. If, in Licensor's opinion, an emergency arises that requires that all or any portion of the Encroachment be removed, Licensee shall immediately remove or alter any part of the Encroachment necessary to alleviate the emergency or will allow Licensor to do so. If no such emergency exists and removal of all or any part of the Encroachment is required (i) to allow Licensor to work on the Easements, or (ii) by governmental order, and Licensee fails to remove the Encroachment within 90 days of notice given by Licensor to remove the Encroachment, Licensor may remove the Encroachment without liability to Licensee.
- 7. This grant of license is personal to Licensee and may not be assigned. If the servient estate is owned by Licensee and is sold, demised or transferred, Licensee shall remove the Encroachment unless Licensor grants a new license to Licensee's successor in interest.
- 8. If the Encroachment ceases to exist, or is abandoned, or declared a constructive total loss, this license shall terminate.

STOLY ASSOCIATES, L.C. QUESTAR GAS COMPANY	
Robert A. Burton, Manager Sang L. Munau Gary W. DeBernardi, Vice President Technical Support Appr Prop	
STATE OF UTAH) STATE OF UTAH) SSS. COUNTY OF SALT LAKE)	al (
On the day of September , 1999, personally appeared before me Gary W. DeBernardi, and Genuic C Holbrook who, being duly sworn, did say that they are the Vice President Technical Support and Secretary, respectively, 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 Gary W. DeBernardi and Connic C Holbrook acknowledged to me that said corporation duly executed the same.	
NOTARY PUBLIC FICHARD A HELLSTROM 1140 West 200 South 140 West 200 South Asy Commission Expires July 1, 2001 STATE OF UTAH	<u>_</u>
STATE OF UTAH) ss. COUNTY OF SALT LAKE)	
On the 30th day of August 19, personally appeared before me who, being duly sworn, did say that he/she is a Manager of 5 four Associates 2.C., 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. Notary Public LURRAINE STARKIE 57 West So. Temple, 8th floor Sait Lake City, Utah 84103 My Commission Bopins	*

