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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
QUESTAR GAS COMPANY
PO BOX 45360
SLC UT 84145-0360
BY: SLR, DEPUTY - WI 5 P.

WHEN RECORDED MAIL TO:

Questar Gas Company
P.O. Box 45360, Right-of-way
Salt Lake City, UT 84145-0360
lasthold.lc; RW01

Space above for County Recorder's use
PARCEL I.D.# 26-14-300-004

RIGHT-OF-WAY AND EASEMENT GRANT
UT 21948

THE LAST HOLDOUT, LLC, A Utah 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 non-exclusive right-of-way and easement (the "North Easement") 50.00 feet in width to lay, maintain, operate, repair, inspect, protect, remove and replace a new 12-inch high pressure natural gas pipeline, initially constructed at a depth of approximately 5' underground, including any related valves, valve boxes 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, to-wit:

Land of the Grantor located in the Southeast Quarter of Section 14, Township 3 South, Range 2 West, Salt Lake Base and Meridian;

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

Beginning at a point on the Grantor's South property line that is North 89°58'54" East 849.73 feet along the South line of Section 14, Township 3 South, Range 2 West, Salt Lake Base and Meridian from the South quarter corner of said Section 14; thence North 36°32'40" West 179.28 feet; thence North 08°03'46" West 1362.68 feet to a point located on the Grantor's North property line.

Hereafter the ("Easement Property").

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, from and across said Easement Property to construct, lay, maintain, operate, repair, inspect, protect, remove and replace the same. Grantor shall have the right to use said Easement Property except for the purposes for which this North Easement is granted to Grantee, provided such use does not materially interfere with the Facilities or any other rights granted to Grantee hereunder. Grantor's use of the Easement Property may include but shall not be limited to the planting of sod, bushes and shrubs and pedestrian trails. Grantor shall not plant deep rooted trees within the Easement Property without the consent of Grantee, which consent shall not be unreasonably withheld.

During the term of this grant and/or for any work by Grantee on the Easement Property, Grantee shall restore the Easement Property to the condition and quality prior to commencement of the work. During any excavation, Grantee will remove the topsoil from the pipeline trench and will segregate said topsoil from the subsoil excavated from the trench. After the pipeline has 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 Easement Property existing prior to installation of said Facilities. Grantee also agrees to repair any damages Grantee causes to the Easement Property, fences or road(s) within the right-of-way, and shall return the same to the same condition existing prior to the Grantee's use of the Easement Property.

Grantee agrees that, to the extent that foreign materials are required for the construction of the facilities, Grantee will utilize clean materials from a rock quarry in order to prevent weed growth on the Easement Property. Grantee also agrees to wash all machinery and equipment before utilizing the same on the North Easement in order to prevent weed growth on the Easement Property.

Grantee agrees to pay damages that may arise to fences, crops, including crop loss on areas outside of this North Easement caused by Grantor's inability to use, access, plant or harvest crops due to Grantee's activities on the Easement Property. Should any unresolved dispute arise as to such damages, it shall, at the written request of either party, be arbitrated and determined by disinterested arbitrators, one to be appointed by Grantor and one by Grantee within 20 days after such request. If the two so chosen are unable to agree within 90 days after appointment, then they shall, within 30 days after written request by either the Grantor or the Grantee, select a third arbitrator. If the two arbitrators cannot agree on a third arbitrator, either Grantor or Grantee may seek appointment of a third arbitrator by a federal district judge of the district in which the Easement Property is located. The decision of any two of the arbitrators so appointed shall be final.

Grantor shall not build or construct, nor permit to be built or constructed, any building or other permanent improvement over or across said Easement Property, nor materially change the contour thereof, without written consent of Grantee. This North 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.

The parties agree that the North Easement shall be subject to the following additional conditions and restrictions:

a. Grantee and its agents and contractors in performance of any work on the Easement Property, shall restore all Easement Property through which work traverses, occurs, is staged or impacted to its original condition.

b. Grantee agrees to a one-time walk thru to pick and remove all rocks on the Easement Property greater than 1 inch in diameter brought to the surface during construction or other activities or through the use of Grantee or its contractors, employees or agents of the North Easement.

c. Grantee agrees to use double ditching methods to maintain soil separation of topsoil from subsoil. The topsoil will be placed separate from the subsoil and returned to the trench area last in order to keep the soil fertility, to replace the topsoil in its original location, and to minimize the possibility of bringing subsurface rocks to the surface.

d. Grantee agrees to provide any electronic map data it may receive from UDOT concerning the location of the proposed Mountain View Corridor to Grantor's engineering firm, Hill & Argyle, Inc. of Bountiful, Utah.

e. Grantor recognizes that Grantee has the power of eminent domain and reserves the right to condemn the North Easement for said Pipeline as a last resort if necessary. Consequently, Grantee has acquired the North Easement under threat of condemnation.

f. Grantor grants permission to Grantee, its employees, agents, and contractors reasonable access to and across the Easement Property including the construction working space.

g. Grantor shall have the perpetual right to use the Easement Property, so long as it does not interfere with Grantee's right to use the Easement Property in accordance with the terms of the North Easement.

h. Grantor shall have the right to connect to the Pipeline in connection with the use or development of any property owned by Grantor, so long as Grantor or its successors and assigns pays for the cost of such connection and Grantee consents to the location of such connection, which consent shall not be unreasonably withheld.

i. Nothing contained herein shall be deemed a gift or dedication of the Easement Property to the general public for any purpose whatsoever.

j. Grantee agrees to allow, both during construction of the Pipeline and after, two separate access routes (at a location agreeable to Grantor) across the Easement Property at least 100' in width each, so as to allow Grantor to transport its farm related equipment to and across all of the Seed Ground.

k. Grantee agrees that all existing topsoil on the Easement Property will be removed, stockpiled during construction and then replaced on the Easement Property as soon as construction is complete.

l. Grantee agrees to scarify the soil in the areas constituting the North Easement at the end of project construction in order to alleviate the compaction caused by the equipment used for construction of the Pipeline.

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.

The effective date of this Right of Way and Easement Grant shall be June 1, 2006.

THE LAST HOLD, L.L.C., a Utah limited liability company

By David S. Bastian
David S. Bastian, Manager

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

On the 1st day of June, 2006, personally appeared before me David S. Bastian, being duly sworn, did say that he is a Manager of The Last Holdout, L.L.C., and that the foregoing instrument was signed on behalf of said company by authority of its Articles of Organization or its Operating Agreement.



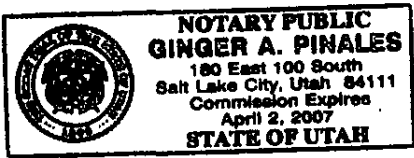
Christy McCarthy
Notary Public

QUESTAR GAS COMPANY

R. J. Zobell *RJZ*
By: R. J. Zobell
Its: Manager Engineering + Project Management

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

On the 15th day of June, 2006, personally appeared before me Randy Zobell
_____ who, being duly sworn, did say that he/she is a
manager of Questar Gas Company, and that the foregoing instrument was signed on behalf of
said company.



Ginger A. Pinales
Notary Public