EASEMENT

Fund: Sovereign Easement No. 400-00163

THE STATE OF UTAH, by and through the Division of Forestry, Fire & State Lands, GRANTOR, hereby grants to Questar Gas Company, P. O. Box 45360, 1140 West 200 South, Salt Lake City, UT 84145-0360, GRANTEE, the right to construct, operate, repair and maintain several natural gas distribution line facilities across the Jordan River:

LEGAL DESCRIPTION

1. Township 1 North, Range 1 West, SLB&M

Section 22: Within NW4

(Approx. 1820 North Redwood Road)

Centerline description of a proposed 16.0 foot wide easement as follows:

Beginning at a point West 108.54 feet and North 18.91 feet from the Northwest Corner of Lot 1, NORTH POINT EAST SUBDIVISION, thence North 111.00 feet.

2. Township 1 North, Range 1 West, SLB&M

Section 27: Within SE4

(Approx. 1570 West 1000 North)

Centerline description of a proposed 16.0 foot wide easement as follows:

Beginning at a point south 17.90 feet and West 19.71 feet from the Southwest Corner of Lot 11, ROSE PARK PLAT J-1; thence West 55.00 feet.

3. Township 1 North, Range 1 West, SLB&M

Section 34: Within NE4

(Approx. 1650 West 500 North)

Centerline description of a proposed 16.0 foot wide easement as follows:

Beginning at a point North 1,250.38 feet and East 323.25 feet from the Center of Section 34, Township 1 North, Range 1 West, SLB&M; thence East 85.00 feet.

4. Township 1 North, Range 1 West, SLB&M

Section 35: Within SW4

(Approx. 1200 West North Temple)

10543933 10/17/2008 03:48 PM \$44.00 Book - 9652 Pg - 1783-1792 GARY W. OTT RECORDER, SALT LAKE COUNTY, UTAH QUESTAR GAS COMPANY PO BOX 45360 SLC UT 84145-0360 BY: EPM, DEPUTY - WI 10 P. Centerline description of a proposed 16.0 foot wide easement as follows:

Beginning at a point South 0°00'55" East 8.00 feet and North 89°58'38" East 153.24 feet from the Southeast Corner of Lot 1, Block 1, JORDAN PLAT A; thence North 89°58'38" East 148.00 feet.

5. Township 1 North, Range 1 West, SLB&M

Section 35: Within SW4

(Approx. 12 West South Temple)

Centerline description of a proposed 16.0 foot wide easement as follows:

Beginning at a point South 0°00'55" East 798.08 feet and North 89°50'44" East 262.89 feet from the Southeast Corner of Lot 1, Block 1, JORDAN PLAT A; thence North 89°59'44" East 122.00 feet.

6. Township 1 South, Range 1 West, SLB&M

Section 2: Within NW4

(Approx. 1200 West 200 South)

Centerline description of a proposed 16.0 foot wide easement as follows:

Beginning at a point South 75.67 feet and West 244.40 feet from the southeast Corner of Block 43, Plat C, Salt Lake City Survey; thence West 98.00 feet.

7. Township 1 South, Range 1 West, SLB&M

Section 2: Within SW4

(Approx. 1140 West 500 South)

Centerline description of a proposed 16.0 foot wide easement as follows:

Beginning at a point North 1,283.49 feet and East 1,648.50 feet from the Southwest Corner of Section 2, Township 1 South, Range 1 West, SLB&M; thence North 89°45'10" East 125.20 feet.

8. Township 1 South, Range 1 West, SLB&M

Section 2: Within SW4

(Approx. 1140 West 500 South)

Centerline description of a proposed 16.0 foot wide easement as follows:

Beginning at a point North 1,239.29 feet and East 1,645.64 feet from the Southwest Corner of Section 2, Township 1 South, Range 1 West, SLB&M; thence North 89°57'43" East 127.93.

9. Township 1 South, Range 1 West, SLB&M

Section 11: Within NW4

(Approx. 1125 West 700 South)

Centerline description of a proposed 16.0 foot wide easement as follows:

Beginning at a point North 52.17 feet and West 37.35 feet from the Northeast Corner of Lot 11, Block 4, Seventh South Subdivision; thence South 89°58'18" West 134.70 feet.

10. Township 1 South, Range 1 West, SLB&M

Section 11: Within NW4

(Approx. 1030 West 800 South)

Centerline description of a proposed 16.0 foot wide easement as follows:

Beginning at a point South 465.75 feet and West 84.31 feet from the Northwest Corner of Lot 12, Block 1, J H Whalon's Addition; thence South 74°34'00" West 66.00 feet.

11. Township 1 South, Range 1 West, SLB&M

Section 14: Within SW4

(Approx. 1900 South 1150 West)

Centerline description of a proposed 16.0 foot wide easement as follows:

Beginning at a point West 1,000.41 feet and North 119.30 feet from the Northeast Corner of Lot 30, Riverside Plat; thence North 47°53'42" West 96.00 feet.

12. Township 1 South, Range 1 West, SLB&M

Section 14: Within NW4

(Approx. 1030 West 1700 South)

Centerline description of a proposed 16.0 foot wide easement as follows:

Beginning at a point North 68.14 feet and East 1,640.01 feet from the West Quarter Corner Section 14, Township 1 South, Range 1 West SLB&M; thence South 89°59'17" East 95.68 feet.

13. Township 1 South, Range 1 West, SLB&M

Section 26: Within SW4

(Approx. 1150 West Highway 171(3300 South))

Perimeter description of a proposed 30.0 foot wide easement as follows:

Beginning at a point North 0°00'10" West 982.04 feet and North 89°59'50"East 1,266.51 feet from the Southwest Corner of Section 26, Township 1 South, Range 1 West, SLB&M; thence North 0°00'10" West 30.00 feet; thence North 89°59'50" East 153.00 feet; thence South 0°00'10" East 30.00 feet; thence South 89°59'50" West 153.00 feet, to the point of beginning.

14. Township 2 South, Range 1 West, SLB&M

Section 1: Within SW4

(Approx. 575 West 4500 South)

Centerline description of a proposed 16.0 foot wide easement as follows:

Beginning at a point North 2,585.64 feet and East 612.25 feet from the Southeast Corner of Section 2, Township 2 South, Range 1 West, SLB&M; thence South 80°02'44" East 135.00 feet.

15. Township 2 South, Range 1 West, SLB&M

Section 12: Within NW4

(Approx. 600 West 4800 South)

Centerline description of a proposed 16.0 foot wide easement as follows:

Beginning at a point South 293.19 feet and Est 495.06 feet from the Northwest Corner of Section 12, Township 2 South, Range 1 West, SLB&M; thence North 76°15'01" East 54.00 feet.

16. Township 2 South, Range 1 West, SLB&M

Section 11: Within SW4

(Approx. 1100 West Highway 173 (5400 South)

Centerline description of a proposed 16.0 foot wide easement as follows:

Beginning at a point East 1,590.94 feet and North 18.94 feet from the Southwest Corner of Section 11, Township 2 South, Range 1 West, SLB&M; thence North 89°48'57" East 139.00 feet.

17. Township 2 South, Range 1 West, SLB&M

Section 14: Within SW4

(Approx. 1100 West Bullion Street (5800 South))

Centerline description of a proposed 16.0 foot wide easement as follows:

Beginning at a point South 167.81 feet and West 3,394.38 feet from the East Quarter Corner of Section 14, Township 2 South, Range 1 West, SLB&M; thence South 70°46'20" West 92.00 feet.

COUNTY: Salt Lake

FUND: Sovereign

TO HAVE AND TO HOLD for a term of 30 years subject to the following terms and conditions and any valid rights existing prior to the installation of said facilities. This easement is granted only for the purpose described above as far as it is consistent with the principles and obligations in the Enabling Act of Utah (Act of July 16, 1894, Ch. 138, 28 Stat. 107) and the Constitution of the State of Utah.

- 1. GRANTEE shall pay for all cost and expense in connection with the construction, operation, repair, replacement and maintenance of said natural gas transmission line facility, and hold GRANTOR harmless from any and all liability (including expenses for attorney's fees) which may arise from the construction, operation, and maintenance of said natural gas distribution line facilities, so long as the easement shall remain in force and effect.
- 2. GRANTEE shall have sixty (60) days after the expiration of the terms of this easement to remove said natural gas distribution line facilities. In the event the same is not removed within sixty (60) days, it is mutually agreed by and between the GRANTOR and GRANTEE that the GRANTOR shall have the right to remove, or cause the same to be removed, all at the cost and expense of the GRANTEE.
- 3. GRANTEE shall contact all existing easement holders and cooperate with them with respect to where and how material may be removed so as not to cause damage to existing easements.
- 4. GRANTEE agrees that, for good cause shown, at any time during the term of this easement, the GRANTOR may require that the amount of an existing bond be increased or if a bond has not been previously required, GRANTOR may require GRANTEE to post with the Division a bond with an approved corporate surety company authorized to transact business in the State of Utah, or such other surety as may be acceptable to the GRANTOR, in a penal sum to be determined by GRANTOR, said bond to be conditioned upon full compliance with all terms and conditions of this easement and the rules relating hereto. GRANTEE may, with Grantor's

written permission, provide a self bond sufficient to satisfy GRANTEE'S obligations under this agreement. If, in Grantor's opinion, circumstances change significantly following the allowance of the self bond, GRANTOR may require a conventional bond upon giving written notice to GRANTEE. The amount of this bond shall not be deemed to limit any liability of GRANTEE.

- 5. GRANTEE assumes liability for and agrees to indemnify GRANTOR for and against any and all liability, including attorney's fees, of any nature imposed upon, incurred by, or asserted against GRANTOR which in any way relates to or arises out of the existence of structures placed by GRANTEE upon the easement or acts of GRANTEE, its servants, employees, agents, subleases, assignees or invitees.
- 6. This easement may be terminated by GRANTOR upon breach of any conditions hereof. If GRANTOR determines that the GRANTEE, its assigns or successors in interest have breached any conditions of this easement, GRANTOR shall notify the breaching party (parties) in writing by certified mail, return receipt requested, specifying the particular breach. The breaching party (parties) shall have thirty (30) days from the date of such notice, to correct such breach or begin the correction process as long as it diligently pursues correction until completion. If breaching party (parties) does not correct such breach within thirty (30) days after notice of the breach is received, has not begun correction within that time frame, or does not diligently pursue correction until correction is completed once the process is begun, GRANTOR may terminate this easement upon thirty (30) days notice; provided, however, such termination shall not release breaching party (parties) from liability for damage prior to such termination.
- 7. GRANTEE consents to suit in the courts of the State of Utah in any dispute arising under the terms of this easement or as a result of operations carried on under this easement. GRANTEE agrees for itself, successors and assigns that any suit brought by the GRANTEE, its successors or assigns concerning this easement may be maintained only in the Utah State District Court of Salt Lake County.
- 8. The acquisition or assumption by another party under an agreement with the GRANTEE of any right or obligation of the GRANTEE under this easement shall be ineffective as to the GRANTOR unless and until GRANTOR shall have been notified of such agreement and shall have recognized and approved the same in writing, and in no case shall such recognition or approval: (i) operate to relieve the GRANTEE of the responsibilities or liabilities assumed by GRANTEE hereunder; or (ii) be given unless such other party is acceptable to GRANTOR as a GRANTEE, and assumes in writing all of the obligations of the GRANTEE under the terms of this easement as to the balance of the term thereof, or acquires the rights in trust as security and subject to such conditions as may be necessary for the protection of the public interests. This paragraph does not obligate the GRANTOR to approve any agreement of assignment or sublease of this easement which approval may be withheld for any reason to protect the interest of the GRANTOR. Notwithstanding the foregoing, if GRANTEE desires to assign this EASEMENT to an affiliated entity or an entity owned in whole or in part by GRANTEE, GRANTOR must

agree to such assignment in writing before it is effective. GRANTOR's approval will not be unreasonably withheld.

- 9. GRANTEE shall at all times observe reasonable precautions to prevent fire on said easement and shall comply with all applicable laws and regulations of any governmental agency having jurisdiction. In the event of a fire on said easement proximately caused by GRANTEE, its servants, employees, agents or assignees which necessitates suppression action by the State Forester, GRANTEE agrees to reimburse GRANTOR for the cost of such fire suppression action.
- 10. Upon termination of this easement and/or any subsequent removal of the natural gas distribution facilities, GRANTEE shall surrender to GRANTOR said lands in a condition similar to the original land contour in order to allow the area to properly drain. Rehabilitation shall be done with the approval and to the specifications of the GRANTOR.
- 11. GRANTEE, in exercising the privileges granted by this easement, shall comply with the provisions of all valid Federal, State, County, and Municipal laws, ordinances, and regulations which are applicable to the subject tract and operations covered by this easement. GRANTEE shall neither commit nor permit any waste on the easement premises. GRANTEE shall take reasonable precautions to prevent pollution or deterioration of lands or waters which may result from the exercise of the privileges granted pursuant to this easement and shall refrain from nuisance or waste upon the premises.
- 12. GRANTOR herein reserves the right to utilize said easement for access to and from the lands owned by GRANTOR on both sides of said easement, except to the extent that such use interferes with the rights granted to GRANTEE hereunder.
- 13. It is expressly understood and agreed that the right herein granted is non-exclusive and GRANTOR hereby reserves the right to issue other non-exclusive easements, leases, or permits on or across the subject property where such uses are appropriate and compatible or to dispose of the property by sale or exchange, provided that such sale or exchange is made subject to the rights granted to GRANTEE herein.
- 14. GRANTOR expressly reserves the right to lease said land for the exploration, development and production of oil, gas and all other minerals, together with the right of ingress and egress across said easement; provided that no drilling of oil wells shall be conducted, nor will mining shafts be located within the boundaries of said easement, nor other activities permitted that will interfere with the rights granted hereunder.
- 15. GRANTEE agrees that the removal of ordinary sand and gravel or similar materials from the easement is not permitted except when the GRANTEE has applied for and received a materials permit from the GRANTOR.

- 16. GRANTEE agrees that no trees may be cut or removed from the easement except when the GRANTEE has applied for and received a small forest products permit or timber contract from the GRANTOR.
- 17. It is hereby understood and agreed that all treasure-trove and all articles of antiquity in or upon the subject lands are and shall remain the property of the GRANTOR. GRANTEE shall report any discovery of a "site" or "Specimen" to the GRANTOR and the Division of State History in compliance with Section 9-8-101 et seq. and 9-9-101 et seq. Utah Code Annotated (1953) as amended.
- 18. GRANTOR claims title in fee simple, but does not warrant to GRANTEE the validity of title to these premises. GRANTEE shall have no claim for damages or refund against the GRANTOR for any claimed failure or deficiency of GRANTOR'S title to said lands or for interference by any third party.
- 19. GRANTOR reserves the right to inspect the area of operation at a later date and recall GRANTEE for correction of any violations of the above stipulations. If the GRANTEE fails to correct such violations within thirty (30) days after written notice as agreed to in paragraph six (6), above, GRANTOR may, after thirty (30) days written notice, re-enter the property and terminate this easement.
- 20. This easement is granted pursuant to the provisions of all applicable laws and subject to the rules of the departments and agencies of the State of Utah presently in effect and to such laws and rules as may be hereafter promulgated by the State.
- 21. Any notice contemplated herein to be served upon GRANTEE shall be in writing and shall be deemed sufficient if deposited in the United States mail, postage prepaid and certified or registered, and addressed as follows:

Questar Gas Company – Property & Right-of-Way P.O. Box 45360 1140 West 200 South Salt Lake City, UT 84145-0360

or at any such other address as GRANTEE may from time to time designate by written notice to GRANTOR.

22. This EASEMENT shall be interpreted and governed by the laws of the State of Utah and the provisions hereof shall inure to and be binding upon the successors and assigns of GRANTEE.

23. This EASEMENT is subject to the public trust obligations of the GRANTOR to manage the sovereign lands. GRANTOR may relocate this EASEMENT at its expense if necessary to accommodate the proper use or protection of the sovereign lands.

IN WITNESS WHEREOF, the State of Utah, by and through the Division of Forestry, Fire & State Lands has caused these presents to be executed this 10th day of ______, 2008, by the Director.

GRANTOR: STATE OF UTAH

Div. of Forestry, Fire & State Lands 1594 West North Temple, Suite 3520

Box 145703

Salt Lake City, Utah 84114-5703

By: Lichard & Sweller RICHARD J. BUEHLER, DIRECTOR

STATE OF UTAH)	
COUNTY OF SALT LAKE)	
On the 10th day of March	, 2008, personally appeared before me
Richard J. Buehler	_, who being by me duly sworn did say that he is the
Director	of the Division of Forestry, Fire and State Lands,
and said Richard S. Buenle	acknowledged to me that he executed the
same on behalf of the Division.	
Given under my hand and seal this	10th day of march, 2008.
My Commission Expires:	Notary Public, residing at:
February 14, 2012	Notary Public, residing at: Salt Lake County

EASEMENT NO. 40000163 QUESTAR GAS COMPANY PAGE 10

GRANTEE:

QUESTAR GAS COMPANY

and Project Management Approved: Property STATE OF UTAH Property : ss. Engineer COUNTY OF SALT LAKE) Legal_1 On the Loth day of March, 2008, personally appeared before me _, who being by me duly sworn did say that he/she is the Manager Engineering and Project Management Questar Gas Company in my company, acknowledged to me that he/she executed the same. Given under my hand and seal this _____ day of ____ March My Commission Expires: Saltlake City. UTah 11-27-2010 NOTARY PUBLIC PAMELA RAMOS APPROVED AS TO FORM MARK L. SHURTLEFF 180 East 100 South

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ATTORNEY GENERAL

Stephen Schwendiman, Assistant Attorney General alt Lake City, Utah 84111

My Commission Expires
November 27, 2010
STATE OF UTAH