

WHEN RECORDED MAIL TO:

Questar Gas Company
P.O. Box 45360, Right-of-way
Salt Lake City, UT 84145-0360
6099sag.ic; RW01

ENT 16309:2006 PG 1 of 3
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2006 Feb 09 1:17 pm FEE 14.00 BY VM
RECORDED FOR QUESTAR

Space above for County Recorder's use
PARCEL I.D.# 13:072:0002

RIGHT-OF-WAY AND EASEMENT GRANT
UT 21996

MINDY B. SAGER, Grantor(s), of Utah County, State of Utah, do(es) 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 right-of-way and easement 50.00 feet in width to lay, maintain, operate, repair, inspect, protect, remove and replace pipelines, 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 Utah, State of Utah, to-wit:

Land of the Grantor located in the Southeast quarter of Section 21 and the Southwest quarter of Section 22, Township 5 South, Range 1 East, Salt Lake Base Meridian.

the centerline of said right-of-way and easement shall extend through and across the above-described land and premises (hereinafter called "Lands") as follows, to-wit:

Beginning at a point which lies North 00°07'05" East a distance of 535.13 feet and North 89°56'35" West a distance of 321.12 feet more or less from the Southeast corner of Section 21, Township 5 South, Range 1 East, Salt Lake Base Meridian (a found brass cap), said point being on a centerline of a gas pipeline for Questar Gas Company, known as Feeder Line 104 and the Grantor's West line; thence along said centerline South 64°54'51" East a distance of 392.34 feet more or less to a point which lies on the Grantor's East line, said point also being the point of terminus of the described centerline.

The total length of a gas pipeline right-of-way across the Mindy B. Sager land, as described above is 392.34 feet or 23.78 rods or 0.07 miles more or less in length.

Basis of bearing is between two found Utah County survey monuments, the Northeast corner of Section 21 and the Southeast corner of Section 21, Township 5 South, Range 1 East, Salt Lake Base Meridian. (Record measurement between monuments North 00°07'05" East a distance of 5349.53 feet). ENT 16309:2006 PG 2 of 3

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 and from said right-of-way to maintain, operate, repair, inspect, protect, remove and replace the same. This right-of-way and easement shall carry with it the right to use existing roads for the purpose of conducting the foregoing activities. During temporary periods, Grantee may use such portion of the property along and adjacent to said right-of-way as may be reasonably necessary in connection with construction, maintenance, repair, removal or replacement of the facilities. 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 facilities or any other rights granted to Grantee hereunder.

During the term of this grant and/or for any work conducted by Grantee on the Lands, Grantee shall restore the Lands to the condition and quality prior to commencement of the work. 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 compact the soil and restore the surface drainage of the Lands to the condition existing prior to the installation of said Facilities. Grantee also agrees to repair any damages caused by Grantee's activities to fences, gates, water lines, or road(s), and shall return same to the condition existing prior to Grantee's use of the Land. Grantee also agrees to remove from the Lands any rocks greater than 2 inches in diameter which are brought to the surface during construction operations. Grantee also agrees to provide temporary fencing to keep horses away from construction activities, and to provide a source of drinking water for horses if the usual source of water is temporarily out of operation due to Grantee's activities.

Grantee agrees to pay damages that may arise to crops caused by the exercise of its rights under this Grant. 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 Grantors 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 Grantors or the Grantee, select a third arbitrator. If the two arbitrators cannot agree on a third arbitrator, either Grantors or Grantee may seek appointment of a third arbitrator by a federal district judge of the district in which the Lands lie. The decision of any two of the arbitrators so appointed shall be final.

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. 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.

