

WHEN RECORDED MAIL TO:

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

ENT 145531; 2005 PG 1 of 3
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2005 Dec 16 9:05 am FEE 14.00 BY VM
RECORDED FOR QUESTAR

Space above for County Recorder's use
PARCEL I.D.# 13:069:0006

RIGHT-OF-WAY AND EASEMENT GRANT
UT 21999

BRENT WILLARD AND CARRIE WILLARD, TRUSTEES OF THE WILLARD FAMILY TRUST DATED FEBRUARY 18, 1994, 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 North Half of Section 27, 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 as follows, to-wit:

Beginning at a point which lies North 89°51'15" East a distance of 2401.68 feet and South 00°08'45" East a distance of 846.98 feet more or less from the Northwest corner of Section 27, 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" West a distance of 856.46 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 Brent and Carrie Willard land, as described above is 856.46 feet or 51.91 rods or 0.16 miles more or less in length.

Basis of bearing is between two found Utah County survey monuments, the Northeast corner of Section 27 and the Southeast corner of Section 27, Township 5 South, Range 1 East, Salt Lake Base Meridian. (Record measurement between monuments North 00°03'13" East a distance of 5307.58 feet).

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.

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During the term of this grant and/or for any work 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 restore the surface drainage contour on the Lands existing prior to installation of said Facilities. Grantee also agrees to repair any damages Grantee causes to the Land, fences or road(s) within the Land, and shall return the same to the same condition existing prior to the Grantee's use of the Land.

Grantee agrees to pay damages that may arise to crops or fences 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.

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 9th day of Dec, 2005.

Brent Willard
Brent Willard, Trustee

Carrie Willard
Carrie Willard, Trustee

STATE OF UTAH)
) ss.
COUNTY OF UTAH)

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On the 9th day of December, 2005, personally appeared before me Brent Willard and Carrie Willard, Trustees, the signer(s) of the foregoing instrument, who duly acknowledged to me that he/she/they executed the same.

Timothy R Blackham
Notary Public

