

WHEN RECORDED MAIL TO:
Questar Gas Company
P.O. Box 45360, Right-of-way
Salt Lake City, UT 84145-0360
FL14/skull clinton easement

Ent: 379821 - Pa 1 of 11
Date: 01/23/2013 04:37 PM
Fee: \$36.00
Filed By: cf
Jerry M. Houghton, Recorder
Tooele County Corporation
For: QUESTAR GAS COMPANY

Space above for County Recorder's use
PARCEL I.D.# 04-065-0-0022,
04-066-0-0005 and
04-070-0-0027

RIGHT-OF-WAY AND EASEMENT AGREEMENT

UT00313

This Right of Way and Easement Agreement ("Agreement") is entered into this 13th day of December, 2012, between SKULL VALLEY COMPANY, LTD., a Utah limited partnership; UINTAH LAND COMPANY, L.C., a Utah limited liability company; BEAVER CREEK INVESTMENTS, L.C., a Utah limited liability company; and ARIMO CORPORATION, an Idaho corporation qualified to do business in the State of Utah; (collectively, the "Grantor"), and QUESTAR GAS COMPANY, a Utah corporation (the "Grantee").

RECITALS

Grantee has an existing Right of Way and Easement over, through, and across property owned by Grantor pursuant to that certain right-of-way grant dated September 10, 1930, and recorded in the office of the Tooele County Recorder, at Book 3-T of deeds, at Page 155; and that certain Right-of-Way and Easement Grant dated August 29, 1969, and recorded in the office of the Tooele County Recorder as Entry No. 288133, at Book 89, at Page 431 (collectively, the "Old Easement").

Grantee is currently undertaking a replacement project whereby it will replace its existing natural gas pipeline and related facilities with a new high-pressure natural gas pipeline and related facilities. This replacement project is being undertaken throughout Tooele County and specifically will occur on Grantor's property.

Grantor believes that the future development of its property will be more convenient if Grantee's new pipeline and related facilities are located in a location over, through, and across Grantor's property, outside the Old Easement.

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To accommodate Grantor's future development, Grantee agrees to decommission and abandon in place the old natural gas pipeline and related facilities located within the Old Easement (collectively, the "Old Pipeline") and install Grantee's new natural gas pipeline and related facilities in a new location according to the terms of this Agreement.

AGREEMENT

Now therefore, in consideration of the promises contained herein and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee agree as follows:

1. Easement Grant.

Grantor does hereby convey and grant to 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 perpetual, non-exclusive right-of-way and easement (the "Easement") of varying width, to construct, lay, maintain, operate, repair, alter, inspect, protect, make connections to, remove and replace natural gas pipelines, together with such valves, valve boxes, cathodic monitoring and mitigation facilities, and all other gas transmission and distribution facilities, accessories and appurtenances used by Grantee in connection with such pipelines (collectively, the "Facilities"), through and across the following described land and premises (the "Easement Area") situated in the County of Tooele, State of Utah, and more particularly described as follows, to-wit:

See Exhibit "A" attached hereto and by this reference made a part hereof

TO HAVE AND TO HOLD the same unto said Grantee, its successors and assigns, so long as the Facilities shall be maintained, with the right of ingress and egress to and from the Easement Area to construct, lay, maintain, operate, repair, alter, inspect, protect, make connections to, remove and replace the same. This Easement shall carry with it the right to use any available access road(s) for the purpose of conducting the foregoing activities. During temporary periods, Grantee may use such portion of the property along and adjacent to the Easement Area as may be reasonably necessary in connection with construction, maintenance, repair, removal or replacement of the Facilities. Notwithstanding anything in this Easement to the contrary, Grantee shall construct any pipelines installed within the Easement Area at a minimum depth of thirty-six inches (36").

This Easement is granted on and subject to the following terms, conditions, provisions, limitations, restrictions, and agreements:

- A. Within a reasonable time under the circumstances after construction of any Facilities and within a reasonable time under the circumstances after any repair or maintenance activity that requires disturbance of the surface or any allowed improvements or landscaping including irrigation systems located within the Easement Area, the Grantee shall restore, at its sole cost and expense, the

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disturbed portion of the Easement Area and any area adjacent temporarily used by Grantee, as near as reasonably possible, to its condition prior to the disturbance. As Grantee backfills any of its buried Facilities, Grantee shall compact the backfilled soils using mechanical compaction to at least 86% density. In areas with native vegetation, reseeding will be required only where the vegetation cannot reasonably be expected to restore itself without reseeding. Grantee's obligations of restoration or repair under this Easement do not extend to restoration or repair of anything within the Easement Area which is prohibited by this Easement.

- B. Grantor shall have the right to use the Easement Area, provided such use does not unreasonably interfere with the Facilities or any other rights granted to Grantee hereunder. Grantor shall not build or construct, nor in any way permit to be built or constructed, any building, footings, retaining walls, rock walls, or other improvements within the Easement Area, nor change its contour, without written consent of Grantee, such consent not to be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Grantor shall not be prohibited from building or constructing, or permitting to be built or constructed the following items, so long as said improvements do not damage the Facilities or interfere with any of the rights of Grantee: curb and gutter, sidewalks, pavement, driveways, fences which cross the Easement area at greater than 30 degree angles, signs which do not require footings, area lighting which does not require footings, parallel buried utilities that are at least three (3) horizontal feet away from the outside surface of Grantee's pipeline or landscaping provided that deep-rooted plants shall not be located within ten (10) horizontal feet from the outside surface of Grantee's pipeline and no landscaping rocks shall be located closer than ten (10) horizontal feet from the outside surface of the Grantee's pipeline.
- C. Grantee agrees to indemnify and save Grantor harmless against any and all loss and expense, including reasonable attorneys' fees and other reasonable legal expenses, by reason of liability imposed or claimed to be imposed upon Grantor arising solely out of damages, costs or claims arising from or relating to a breach by such Grantee of any of the covenants or requirements contained in this Easement and/or arising from or relating to the installation, maintenance, repair, replacement, use and operation of Facilities within the Easement Area, including the violation by Grantee of federal or state regulation laws, rules or regulations. The indemnification and hold harmless requirements of this paragraph shall exclude all loss and expense occasioned by acts or omissions of Grantor and by acts or omissions of any third party (excluding invitees of the Grantee).
- D. Grantor agrees to indemnify and save Grantee harmless against any and all loss and expense, including reasonable attorneys' fees and other reasonable legal expenses, by reason of liability imposed or claimed to be imposed upon Grantee arising solely out of damages, costs or claims arising from or relating to a breach

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by Grantor of any of the covenants or requirements contained in this Easement and/or arising from or relating to Grantor's activities within the Easement Area. The indemnification and hold harmless requirements of this paragraph shall exclude all loss and expense occasioned by acts or omissions of Grantee, and by acts or omissions of any third party (excluding invitees of Grantor).

- E. This Easement and the obligations and benefits provided herein shall at all times be deemed to be and shall be continuing covenants running with the land and shall be binding upon and inure to the benefit of the successors and assigns of Grantor and the successors and assigns of Grantees. References in this Easement to "Grantor" and to "Grantee" shall include their respective successors and assigns.
- F. 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.
- G. This Easement is granted by Grantor and accepted by Grantee subject to all the foregoing terms and conditions, and each party agrees to fully comply with, perform, and carry out the same on its part.

2. Release of Old Easement and Abandonment of Old Pipeline in Place.

- A. Release of Old Easement. Grantee, upon the execution of this Easement by the parties as acknowledged below, hereby releases to Grantor all of Grantee's right, title and interest acquired by virtue of the Old Easement in and to the following described tract of land in Tooele County, State of Utah, to-wit:

See Exhibit "B" attached hereto and made a part hereof by this reference.

Grantor understands and agrees that Grantee will be abandoning the Old Pipeline in place within a twenty foot (20') wide area of the Old Easement as depicted in Exhibit "C" attached hereto and made a part hereof by this reference ("Abandoned Pipeline Area").

- B. Grantor's Indemnity For Abandoned Pipeline Area and Abandoned Old Pipeline. Grantor acknowledges that it is familiar with all applicable state and federal environmental statutes, regulations and common law. To the fullest extent permitted by law, within the Abandoned Pipeline Area, Grantor agrees to indemnify, protect, defend (with counsel satisfactory to Grantee) and hold Grantee and its successors, assigns, parents and affiliates, and the directors, shareholders, employees, agents, and contractors of Grantee and of Grantee's successors, assigns, parents and affiliates harmless from any claims (including without limitation third party claims for personal injury), actions, administrative proceedings, judgments, damages, punitive damages, penalties, fines, costs, liabilities (including sums paid in settlement of claims), interest or losses, including reasonable attorneys' fees, litigation expenses, court costs and costs of

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investigation (collectively referred to as Claims) that arise directly or indirectly from the presence, suspected presence, release or threatened release of hazardous substances, as defined in 40 C.F.R. § 302.4, including but not limited to, asbestos containing material from the Old Pipeline or the Abandoned Pipeline Area. This indemnity expressly includes any Claims that may be brought under any applicable environmental laws including, but not limited to the Clean Air Act, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), and the Occupational Safety and Health act (OSHA). Grantor hereby expressly waives any immunity to which Grantor may otherwise be entitled under any industrial, worker's compensation or other laws with respect to this indemnification.

13th IN WITNESS WHEREOF, Grantor and Grantee have executed this Easement this day of December, 2012.

GRANTOR:

SKULL VALLEY COMPANY, LTD.,
a Utah limited partnership

By: ROBINSON SVCGP, L.C.,
a Utah limited liability company, as General Partner

By: Christopher F. Robinson
Christopher F. Robinson, Manager

By: FREED SVCGP, L.C.,
A Utah limited liability company, as General Partner

By: Paul L. Freed
Paul L. Freed, Manager

UINTAH LAND COMPANY, L.C.,
a Utah limited liability company

By: Christopher F. Robinson
Christopher F. Robinson, Manager

BEAVER CREEK INVESTMENTS, L.C.,
a Utah limited liability company

By: Christopher F. Robinson
Christopher F. Robinson, Manager

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ARIMO CORPORATION,
an Idaho corporation

By: Christopher F. Robinson
Christopher F. Robinson, President

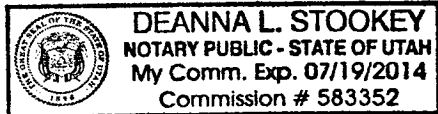
GRANTEE:

QUESTAR GAS COMPANY,
a corporation of the State of Utah

By: C. Kim Blair
Print Name: C. Kim Blair
Title: General Manager, Engineering and Project Management

STATE OF UTAH)
 :SS.
COUNTY OF DAVIS)

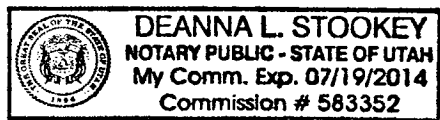
The foregoing instrument was acknowledged before me this 13th day of December, 2012, by Christopher F. Robinson, the Manager of ROBINSON SVCGP, L.C., and by Paul L. Freed, the Manager of FREED SVCGP, L.C., as General Partners of SKULL VALLEY COMPANY, LTD., a Utah limited partnership.



Deanna L. Stookey
Notary Public

STATE OF UTAH)
 :SS.
COUNTY OF DAVIS)

The foregoing instrument was acknowledged before me this 13th day of December, 2012, by Christopher F. Robinson, a Manager of UINTAH LAND COMPANY, L.C., a Utah limited liability company.

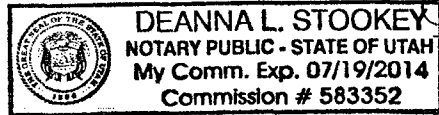


Deanna L. Stookey
Notary Public

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STATE OF UTAH)
 :SS.
COUNTY OF DAVIS)

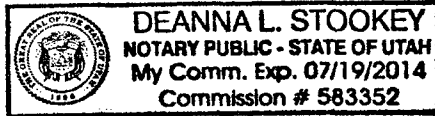
The foregoing instrument was acknowledged before me this 13th day of December, 2012, by Christopher F. Robinson, a Manager of BEAVER CREEK INVESTMENTS, L.C., a Utah limited liability company.



Deanna L. Stookey
Notary Public

STATE OF UTAH)
 :SS.
COUNTY OF DAVIS)

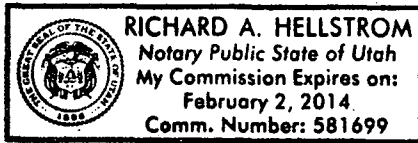
The foregoing instrument was acknowledged before me this 13th day of December, 2012, by Christopher F. Robinson, the President of ARIMO CORPORATION, an Idaho corporation.



Deanna L. Stookey
Notary Public

STATE OF UTAH)
 :SS.
COUNTY OF SALT LAKE }

The foregoing instrument was acknowledged before me this 18th day of ^{January} ~~December~~, 2012, by C. Kim Blair, the GM Engineering of QUESTAR GAS COMPANY, a corporation of the State of Utah.



Richard A. Hellstrom
Notary Public

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EXHIBIT "A"

LEGAL DESCRIPTION OF EASEMENT AREA

An easement of Varying Width located in the Southwest Quarter of Section 25, the Southeast Quarter of Section 26, and the Northeast Quarter of Section 35, Township 1 South, Range 4 West, Salt Lake Base and Meridian, Tooele County, Utah, the exterior boundary of which is more particularly described as follows:

Beginning at a point on the South Line of the Grantors Parcel, said point also being the Easterly Right-of-Way line of State Highway 40-50 (also known as Clinton Landing Road), said point lies South 820.33 feet and West 512.11 feet from the Witness corner to the Southeast Corner of Section 26, Township 1 South, Range 4 West, Salt Lake Base and Meridian and running thence along said Right-of-Way Line the following Two (2) Courses: 1) North 34°11'48" East 974.98 feet and 2) northeasterly along the arc of a 1,960.10 foot radius tangent curve to the left, the center of which bears North 55°48'12" West, through a central angle of 16°41'49", a distance of 571.21 feet to the Southerly Line of the Jacobsen Parcel, said line also being on an existing Fence Line; thence South 69°13'33" East along said Line and its extension 362.10 feet; thence North 52°24'34" East 493.26 feet; thence North 52°51'07" East 196.30 feet to the Southwesterly Line of the Union Pacific Railroad Parcel; thence South 12°32'23" East along said Southwesterly Line 33.00 feet; thence South 52°51'07" West 182.44 feet; thence South 52°24'34" West 498.14 feet; thence North 69°13'33" West 363.96 feet; thence southwesterly along the arc of a 1,980.10 foot radius non-tangent curve to the right, the center of which bears North 71°53'17" West, through a central angle of 16°05'05", a distance of 555.87 feet; thence South 34°11'48" West 961.52 feet to the Grantor's South Property Line; thence North 89°43'55" West along said South Line 24.10 feet to the point of beginning. Excluding that portion previously conveyed to Questar Gas Company by that certain Special Warranty Deed dated September 13, 2012 and recorded September 20, 2012 as Entry #374868, in the records of Tooele County, State of Utah..

Encompassing 58,445 Square Feet or 1.34 Acres.

Note: For convenience this easement includes the right-of-way of Lakeshore Drive and the existing Questar block valve parcel referenced above. The easement granted is only for that portion vested in the Grantor.

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EXHIBIT "B"

GRANTOR'S LAND BEING RELEASED FROM OLD EASEMENT

Parcel #04-065-0-0022

The Southwest Quarter of the Southwest Quarter lying west of the Railroad right-of-way in Section 25, Township 1 South, Range 4 West, SLB&M. Less any portion of Jacobsen, and Questar Gas Company f.k.a Mountain Fuel Supply Company.

Parcel #04-066-0-0005

Beginning at the Southeast Corner of Section 26, Township 1 South, Range 4 West, SLB&M, thence North 420.00 feet, more or less; thence North 70°00'00" West 220.00 feet, more or less; thence Southwesterly on a curve 560.00 feet, more or less, thence East 460.00 feet, more or less, to the point of beginning. Except 50'X50' parcel and 10' wide strip to Leslie Salt Company.

Parcel #04-070-0-0027

Commencing at the Northwest Corner of Section 36, Township 1 South, Range 4 West, SLB&M; thence South 12.52 chains; thence West 840.00 feet, more or less to the old US Highway 40/50 line; thence North 33°43'00" East 1,000.00 feet, more or less, to the Section Line; thence East along the Section Line 360.00 feet, more or less, to the point of beginning.

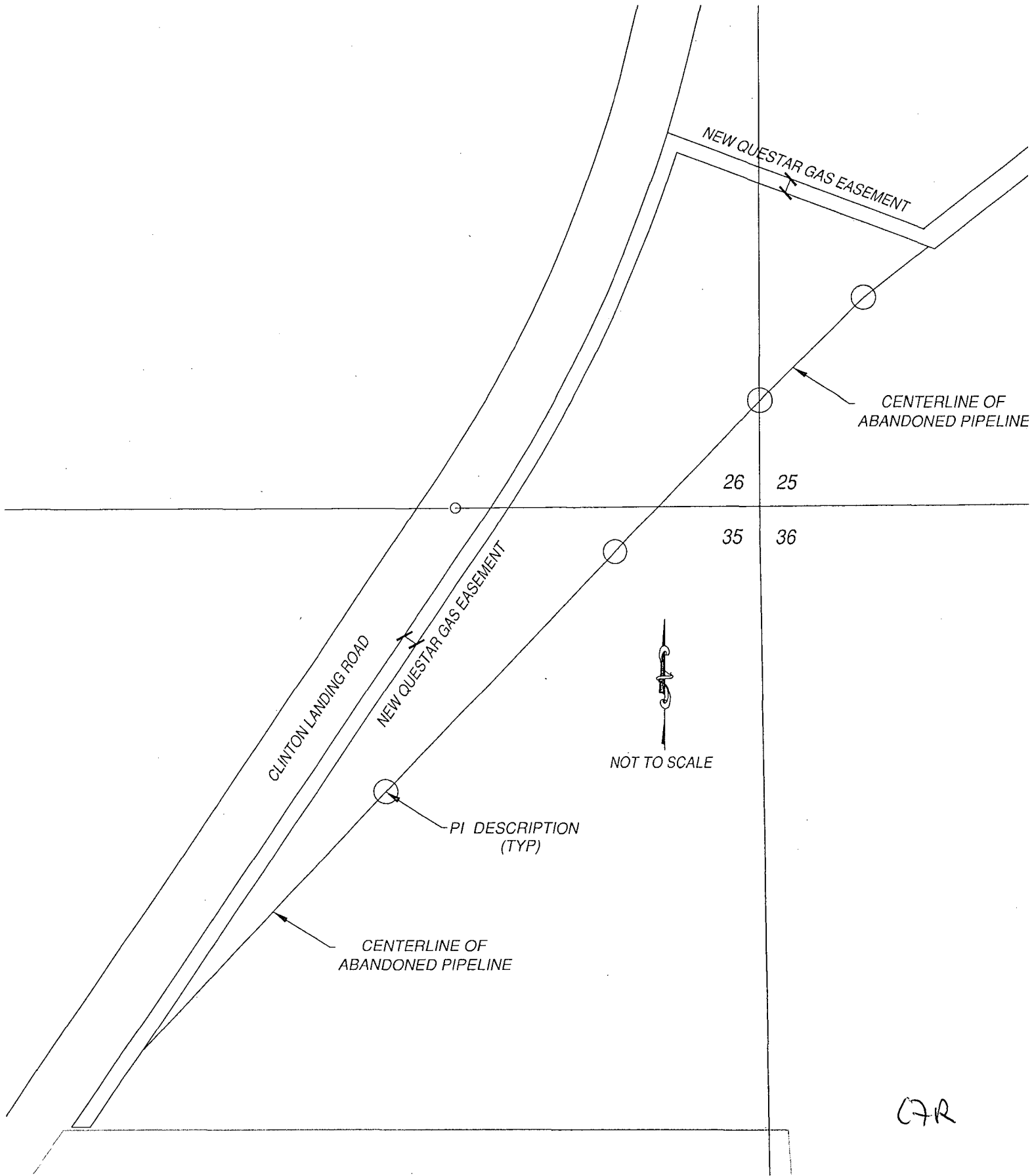
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EXHIBIT "C"
LEGAL DESCRIPTION
FOR
ABANDONED PIPELINE AREA

Abandoned pipeline lying and situate in the Southwest Quarter of Section 25, the Southeast Quarter of Section 26, and the Northeast Quarter of Section 35, Township 1 South, Range 4 West, Salt Lake Base and Meridian, Tooele County, Utah. The centerline of which is more particularly described as follows:

COMMENCING at the West Witness corner monument to the Southeast corner of said Section 26, thence South 720.53 feet and West 420.12 feet to a point on the easterly line of an existing easement and the **POINT OF BEGINNING**; thence N43°23'37"E 473.78 feet; thence N43°51'54"E 441.24 feet; thence N43°54'28"E 277.98 feet; thence N45°14'02"E 193.75 feet; thence N52°13'23"E 110.37 feet to a point on the southerly line of an existing easement and the terminus of the above-described centerline.

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