

David Ingleby
Questar Pipeline Co.
P.O. Box 11450
Salt Lake City, Ut 84147

LICENSE

QUESTAR PIPELINE COMPANY (Questar Pipeline), P.O. Box 11450, Salt Lake City, Utah 84147, grants and conveys a license (License) to **RED HAWK DEVELOPMENT, LLC**, a Utah limited liability company (Red Hawk), 2677 East Parleys Way, Salt Lake City, Utah 84109, to use a portion of two Questar Pipeline rights of way and easements (Easements) for the purpose of developing and constructing the Red Hawk Wildlife Preserve, as depicted on the Red Hawk Wildlife Preserve Preliminary Master Site Plan attached to and made a part of this License as Exhibit "A" (Improvements). The Improvements shall be located on and across certain lands within the Easements located in Sections 7 and 8, Township 1 South, Range 4 East, SLB&M, Summit County, Utah, and more specifically described in the following Right of Way Grants:

- A. Right of Way Grant: Bitner Land and Livestock Co, Grantor; Uinta Pipeline Company, Grantee; Recorded 5/11/29 as Entry #42170, Book S of Miscellaneous at Page 147.
- B. Right of Way Grant: Ethan J. Jeremy, Grantor; Uinta Pipeline Company, Grantee; Recorded 9/16/29 as Entry #43500, Book S of Miscellaneous at Page 458.
- C. Right of Way Grant: M. O. Bitner and Edith O. Bitner Grantors; Mountain Fuel Supply Company, Grantee; Recorded 10/25/49 as Entry #79166, Book Z of Miscellaneous at Page 568.
- D. Right of Way Grant: Thomas E. Jeremy Trust, Grantor; Mountain Fuel Supply Company, Grantee; Recorded 10/25/49 as Entry #79167, Book Z of Miscellaneous at Page 569.

The Improvements will be built over Questar Pipeline's high-pressure gas Mainlines No. 2 and 14 (Pipelines) located on its Easements as shown on Exhibit "A."

This License is granted subject to the following terms and conditions:

1. Red Hawk and its employees, agents, contractors and subcontractors, collectively called the Licensee, shall construct and maintain the Improvements in conformance with all applicable laws, rules, regulations, orders and requirements of any governmental body or other authority having jurisdiction. If there is a conflict between any of the terms and conditions of this License and any such law, rule, regulation, order or requirement, the law, rule, regulation, order or requirement shall govern.
2. Unless otherwise expressly provided in this License, Licensee shall construct and maintain the Improvements so that at all times there is a minimum cover of 3 feet between the Improvements and the top of the Pipelines, at any

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REQUEST: QUESTAR PIPELINE COMPANY

points the Improvements and Pipelines cross. Grading work resulting in cover depths greater than 5 feet will require the prior approval of Questar Pipeline. At all locations where the Improvements and Pipelines do not cross, the existing cover over the Pipelines will be left undisturbed. Three road crossing have been approved at the locations shown on Exhibit "A." The cover at crossing number two shall have less than three feet of cover and will have a concrete pad constructed to Questar Pipeline's specifications.

3. Licensee shall give Questar Pipeline at least 48 hours' telephone notification in advance of the commencement of construction of the Improvements or in advance of commencement of any subsequent construction or maintenance of the Improvements. Questar Pipeline may, at its sole discretion, choose to have a representative present during any construction or maintenance activities. The telephone notice shall be given directly to J. R. Henderson, Assistant Pipeline Superintendent, at (307) 382-8882. Notification to Questar does not relieve the Licensee of its obligation to notify Blue Stakes at telephone number 1-800-662-4111, or any other required notice to any federal, state or local agency.
4. No structures (including poles, guys, anchors, etc.) may be constructed or placed within the Easements. Overhead power and telephone lines crossing the Pipelines must be a minimum of 25 feet above the ground. In addition, no structure may overhang the Easements so that access to or within the Easements are impeded.
5. No trees, shrubs or any other deep-rooted plant may be planted or grown within 10 feet of the Pipelines.
6. Wood or chain-link type fencing is permissible within the Easements. However, fencing running parallel to the Pipelines must be offset at least 10 feet in either direction from the center lines of the Pipelines. Poles for fencing running perpendicular to the Pipelines must not be set within 5 feet of the Pipelines' center lines.
7. A minimum of 24 inches of clearance must be provided between the Pipelines and any utility lines or pipes crossing the Pipelines. Utility lines or pipes must cross the Pipelines at an angle not less than 45° and have direct-burial warning tape not more than 18 inches and not less than 12 inches above the lines.
8. Buried power and communication line crossings of the Pipelines must be encased in a rigid, nonmetallic conduit across the entire width of the Easements unless written approval is given by Questar Pipeline for a metallic

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conduit. All buried power line crossings must maintain a minimum clearance from the Pipelines as follows:

24 inches for 0 to 600 volts
30 inches for 601 to 22,000 volts
36 inches for 22,001 to 40,000 volts
42 inches for above 40,000 volts

9. All metallic lines crossing the Pipelines must have a protective coating for a minimum of 10 feet on either side of the Pipelines. Each metallic line must have cathodic protection test leads that shall be brought above ground in a permanent protective conduit.
10. Buried power lines parallel to the Pipelines must be offset a minimum of 10 feet. All other buried lines parallel to the Pipelines must be offset a minimum of 6 feet.
11. All sewer lines in the Easements are limited to watertight lines only. No leach fields or drain fields are allowed in the Easement.
12. Licensee shall not permit equipment and vehicular single-point wheel loading over the Pipelines to exceed 10,500 pounds without the prior written approval of Questar Pipeline. Single point vehicular loading is defined as the total weight of the vehicle, in pounds, divided by the surface area, in square feet, in contact with the ground. State regulations require a single point vehicular loading of less than 10,500 pounds to operate on public streets.
13. Licensee shall be required to mark the external boundaries of the Easements in the work area in a manner that will prevent vehicle intrusion except at designated crossing points. **LICENSEE WILL NOT CROSS THE PIPELINES EXCEPT AT THE DESIGNATED CROSSINGS.** Appropriate markings could include a single strand of barbed wire with orange tape tied to the wire between posts or orange mesh construction fence.
14. Blasting within 75 feet of the Pipelines requires the prior written approval of Questar Pipeline.
15. Questar Pipeline reserves the right to reconstruct, rebuild or add to its Pipelines or any of its other facilities within its Easements and perform those activities necessary to maintain any of its Pipelines or other facilities in conformance with all applicable laws, rules, regulations, orders and

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requirements of any governmental body or other authority having jurisdiction over the Pipelines or facilities.

16. In the event it becomes necessary for Questar Pipeline, due to damage to the Pipelines by Licensee, to repair or otherwise perform any work on its Pipelines located on its Easements, Licensee shall reimburse Questar Pipeline in full for all costs associated with such work.
17. None of the rights granted to Licensee shall be interpreted in any way to prevent or interfere with Questar Pipeline's use of any of its Pipelines or other facilities to meet its service requirements to its customers.
18. This License is nonexclusive and Questar Pipeline reserves the right to grant similar licenses to others and to make other arrangements with third parties for the use of its easements, except that no such other licenses or arrangements shall infringe upon the ability of the Licensee to reasonably exercise its rights granted under this License.
19. Federal law prohibits removal of pipeline markers. Violations are reported to federal authorities by Questar Pipeline for prosecution.
20. Licensee shall indemnify, save, defend and hold harmless Questar Pipeline, its directors, officers, employees and agents, from and against any and all claims, losses, expenses or liabilities arising out of or related to any death or injury to any person or any loss or damage to any property, arising out of or related to, whether in whole or in part, the exercise of any of the rights granted Licensee by this License or the breach by Licensee of any of the terms and conditions of this License.
21. Licensee shall acquire all necessary grants and approvals from appropriate landowners, including the grantors of Questar Pipeline's Easements or their heirs, legal representatives, or successors in title, to authorize the construction and maintenance of the Improvements. Licensee agrees to notify purchasers of lots in the subdivision of the presence and location of the Pipelines, and provide a copy of this License with attachments to those owners whose lots are burdened by the Easements.
22. The Subdivision, and responsibility for maintaining the streets and utilities, may be assigned to Summit County without the prior consent of Questar Pipeline. Any other assignment of this License, and the rights granted by it, shall not be made, either in whole or in part, without the prior written permission of Questar Pipeline.

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23. This License is effective only to the extent allowed by the terms and provisions of Questar Pipeline's Grants, and this License and the rights granted by it, are expressly limited, as necessary, to comply with the terms and provisions of the Grants. Licensee shall review the Grants in order that Licensee may be informed of the extent to which this License may be so limited or modified.
24. Licensee shall not exercise any of its rights under this License in any manner which unreasonably interferes with the exercise by Questar Pipeline of its rights or performance of its obligations under its Grants.
25. This License shall remain in effect for as long as the Improvements exist and shall be binding on Licensee's successors and assigns; provided, however, this License shall terminate immediately upon termination of Questar Pipeline's Grants.

THIS LICENSE is granted and accepted effective the 4th day of November, 1997, by the authorized representatives of the parties whose signatures are set forth below.

QUESTAR PIPELINE COMPANY

Approved
Property TRB
Legal EUR
Eng
VP

By: G. W. DeBernardi
G. W. DeBernardi, Vice President
Technical Support

RED HAWK DEVELOPMENT, LLC

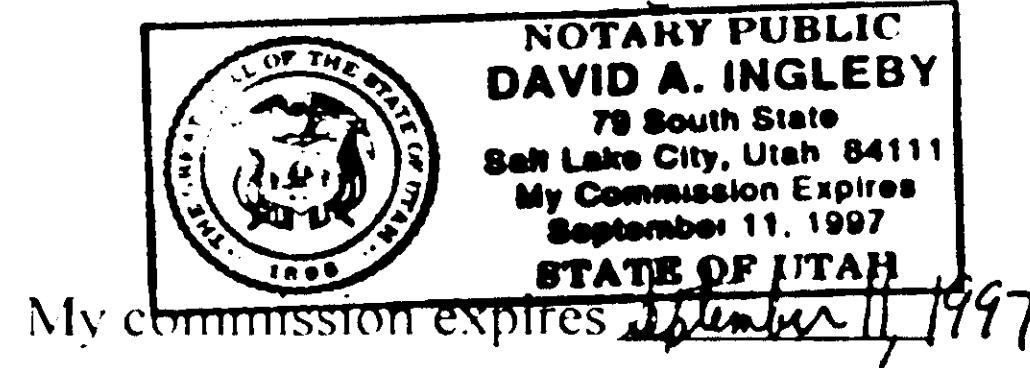
By: Daniel P. Gruet

Title: Manager of Attorney

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State of Utah)
) ss.
County of Salt Lake)

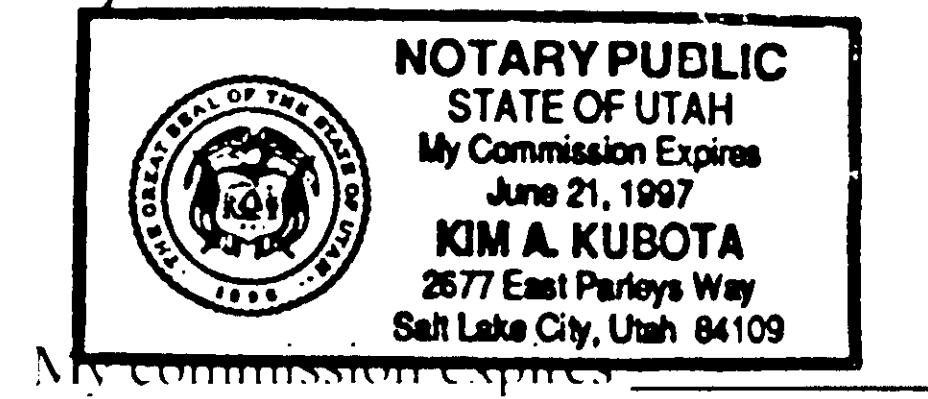
On the 14th day of March, 1997, personally appeared before me **G. W. DEBERNARDI**, who being by me duly sworn, did say that he, **G. W. DEBERNARDI**, is the Vice President, Technical Support of **QUESTAR PIPELINE COMPANY**, and that this instrument was signed in behalf of **QUESTAR PIPELINE COMPANY**, and **G. W. DEBERNARDI** acknowledged to me that this corporation executed the same.



David A. Ingleby
Notary Public
Residing at Salt Lake County, Utah

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

The foregoing instrument was acknowledged before me this 14th day of March, 1997, by David L. Eller, Manager at Red Hawk Management, LLC, Manager of **RED HAWK DEVELOPMENT LLC**.



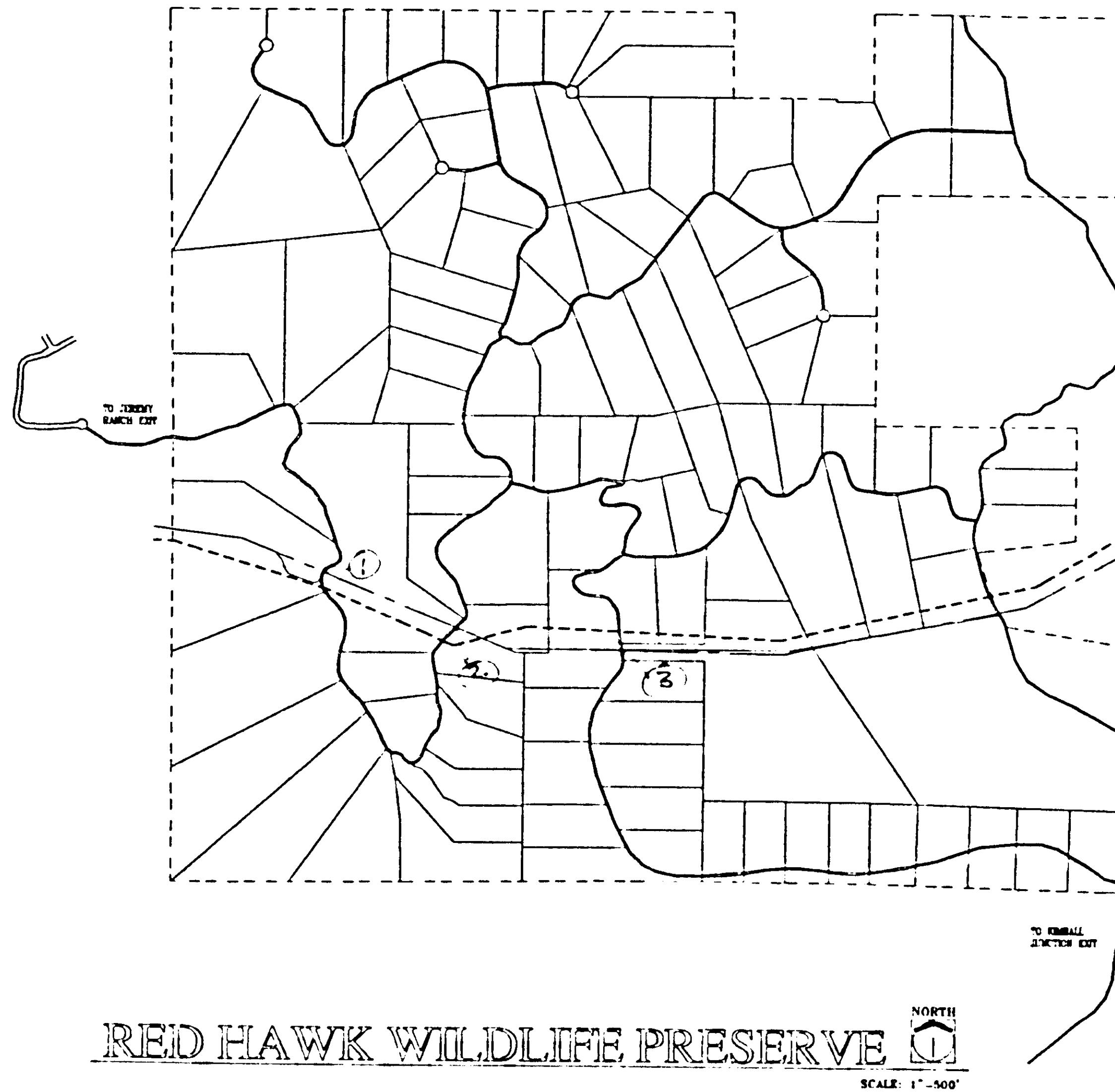
Kim A. Kubota
Notary Public
Residing at _____

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License

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EXHIBIT A



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