

EARNEST MONEY RECEIPT AND AGREEMENT

This Earnest Money Receipt and Agreement ("Agreement") is entered into between TOOELE COUNTY, a political subdivision of the state of Utah ("Seller") and QUESTAR GAS COMPANY ("Buyer"). For the sum of \$1,000 received from Buyer as earnest money and part payment for the purchase of the following described property located in the County of TOOELE, State of UTAH, to-wit:

Fee Parcel

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 16, T2S, R4W, SLB & M, TOOELE COUNTY, UTAH.
SAID PARCEL IS MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT A POINT N 89°55'05" E 2667.79 FEET ALONG THE SECTION LINE AND S 0°37'55" E 439.35 FEET ALONG THE SECTION LINE AND WEST 171.23 FT FROM THE NORTH 1/4 CORNER SECTION 16, T2S, R4W, SLB&M.
THENCE N 38°04'48" W A DISTANCE OF 50.00 FEET;
THENCE N 51°25'52" E A DISTANCE OF 75.00 FEET;
THENCE S 38°04'48" E A DISTANCE OF 50.00 FEET
THENCE S 51°25'52" W A DISTANCE OF 75.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 0.09 ACRES.

Pipeline Easement

Grantor agrees to provide Grantee at closing a 30.00 foot wide Right of Way and Easement (Pipeline Easement) for the installation of natural gas facilities from Highway 138 to the above described parcel. The form of said "Pipeline Easement" is attached to the agreement as Exhibit "A" and incorporated by this reference. The "Pipeline Easement shall cross Grantor(s) property as follows, to-wit:

A PORTION OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 16, T2S, R4W, SLB & M, TOOELE COUNTY, UTAH.
SAID PARCEL IS MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT A POINT N 89°55'05" E 2667.79 FEET ALONG THE SECTION LINE AND S 0°37'55" E 439.35 FEET ALONG THE SECTION LINE AND WEST 171.23 FT FROM THE NORTH 1/4 CORNER SECTION 16, T2S, R4W, SLB&M.
THENCE N 51°25'52" E A DISTANCE OF 30.00 FEET;
THENCE S 38°04'48" E A DISTANCE OF 23.04 FEET;
THENCE S 51°25'52" W A DISTANCE OF 30.00 FEET;
THENCE N 38°04'48" W A DISTANCE OF 23.04 FEET TO THE POINT OF

BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 0.02 ACRES OR 691.23 SQ FT.

Access Easement

Grantor also agrees to provide Grantee at closing a 20.00 foot wide Right of Way and Easement (Access Easement) for for Vehicular and Pedestrian access from Stansbury Parkway to the above described parcel. The form of said "Access Easement" is attached to the agreement as Exhibit "B" and incorporated by this reference. The "Access Easement shall cross Grantor(s) property as follows, to-wit:

A PORTION OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 16, T2S, R4W, SLB & M, TOOELE COUNTY, UTAH.

SAID PARCEL IS MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT A POINT N 89°55'05" E 2667.79 FEET ALONG THE SECTION LINE AND S 0°37'55" E 415.90 FEET ALONG THE SECTION LINE AND WEST 189.45 FT FROM THE NORTH 1/4 CORNER SECTION 16, T2S, R4W, SLB&M.

THENCE S 38°04'48" E A DISTANCE OF 20.00 FEET;
THENCE S 51°39'52" W A DISTANCE OF 189.59 FEET;
THENCE N 38°20'08" W A DISTANCE OF 85.00 FEET;
THENCE S 51°39'52" W A DISTANCE OF 19.68 FEET;
THENCE N 38°20'08" W A DISTANCE OF 20.00 FEET;
THENCE N 51°39'52" E A DISTANCE OF 39.68 FEET;
THENCE S 38°20'08" E A DISTANCE OF 85.00 FEET;
THENCE N 51°39'52" E A DISTANCE OF 169.68 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 0.14 ACRES OR 5886.19 SQ FT.

For the purchase price of \$65,000.00, which represents the above deposit, receipt of which is hereby acknowledged, and the entire balance of \$64,000.00 upon delivery of good and sufficient Warranty Deed, and easement grants attached hereto, on or before the 31st day of December, 2012 in a form agreeable to the Buyer.

The Agreement is subject to obtaining the necessary federal, state, city and/or county permits. Property taxes prior to the sell shall remain the responsibility of seller. Sellers agree to furnish good and marketable title, acceptable to Buyer, which is free and clear of all liens, encumbrances, mortgages and clouds of title, and to make final conveyance in a form acceptable to Buyer in its sole discretion within the time above provided, or return the above deposit. In the event the Property is subject to restrictions which are unacceptable to Buyer, Buyer may terminate this Agreement and Sellers may retain the amount of the earnest money. If Buyer fails to pay the total purchase price as set forth above, the above-described deposit shall be forfeited.

[Signatures and Acknowledgements on Following Page]

WHEN RECORDED MAIL TO:

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

EXHIBIT "A"

Space above for County Recorder's use
05-034-0-0066

RIGHT-OF-WAY AND EASEMENT GRANT

TOOELE COUNTY

a political subdivision of the State of Utah, Grantor, does 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 30.00 feet in width to construct, lay, maintain, operate, repair, alter, inspect, protect, make connections to, remove and replace pipelines, valves, valve boxes and install cathodic monitoring and mitigation facilities and other gas transmission and distribution facilities (hereinafter collectively called "Facilities"), said right-of-way being situated in the County of Tooele, State of Utah, and more particularly described as follows, to-wit:

Land of the Grantor located in Section 16, Township 2 South, Range 4 West, Salt Lake Base and Meridian;

the 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 N 89°55'05" E 2667.79 FEET ALONG THE SECTION LINE AND S 0°37'55" E 439.35 FEET ALONG THE SECTION LINE AND WEST 171.23 FT FROM THE NORTH 1/4 CORNER SECTION 16, T2S, R4W, SLB&M.
THENCE N 51°25'52" E A DISTANCE OF 30.00 FEET;
THENCE S 38°04'48" E A DISTANCE OF 23.04 FEET;
THENCE S 51°25'52" W A DISTANCE OF 30.00 FEET;
THENCE N 38°04'48" W A DISTANCE OF 23.04 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 0.02 ACRES OR 691.23 SQ FT

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 construct, lay, maintain, operate, repair, alter, inspect, protect, make connections to, remove and replace the same. This right-of-way and 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 said right-of-way as may be reasonably necessary in connection with construction, maintenance, repair, removal or replacement of the facilities. Grantor 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.

Without limiting the generality of the foregoing, Grantor does hereby covenant, warrant and agree as follows:

1. Grantor shall not build or construct, nor permit to be built or constructed, over or across the right-of-way, any building, retaining walls, rock walls, footings or improvement which impairs the maintenance or operation of the Facilities.

2. Grantor shall not change the contour within the right-of-way without prior written consent of Grantee.

3. Grantor shall not plant, or permit to be planted, any deep rooted trees, or any vegetation with roots that may damage the Facilities, within the right-of-way, without prior written consent of Grantee.

4. Grantor shall not place personal property within the right-of-way that impairs the maintenance or operation of the Facilities.

5. Grantee shall have the right to cut and remove timber, trees, brush, overhanging branches, landscaping and improvements or other obstructions of any kind and nature which may injure or interfere with Grantee's use, occupation or enjoyment of this easement and right-of-way, without liability to Grantor, and without any obligation of restoration or compensation.

6. Grantor agrees to indemnify, hold harmless and defend Grantee, its agents and employees, from all claims, mechanics liens, demands, damages, actions, costs and charges for personal injury and property damage, and any other liabilities, including attorney's fees, arising out of or by any reason of Grantor's use of the easement or any activities conducted thereon by Grantor, his/her/its agents, employees, invitees or as a result of Grantor's negligence.

This right-of-way shall be binding upon and inure to the benefit of the successors and assigns of Grantor 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.

IN WITNESS WHEREOF, Grantor has caused its corporate name and seal to be hereunto affixed this ____ day of _____, 20__.

WHEN RECORDED MAIL TO:

Questar Gas Company
P.O. Box 45360, Right-of-way
Salt Lake City, UT 84145-0360
Stansbury access easement

EXHIBIT "B"

Space above for County Recorder's use

ACCESS RIGHT-OF-WAY AND EASEMENT GRANT

TOOELE COUNTY

_____, a political subdivision of the state of Utah, Grantor, does hereby convey to QUESTAR GAS COMPANY, a corporation of the state of Utah Company 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 for vehicular and pedestrian traffic to access Grantee's regulator station. Said right-of-way being situated in the County of Utah, State of Utah, and more particularly described as follows, to-wit:

Land of the Grantor located in Section 16, Township 2 South, Range 4 West, Salt Lake Base and Meridian to wit;

BEGINNING AT A POINT N 89°55'05" E 2667.79 FEET ALONG THE SECTION LINE AND S 0°37'55" E 415.90 FEET ALONG THE SECTION LINE AND WEST 189.45 FT FROM THE NORTH 1/4 CORNER SECTION 16, T2S, R4W, SLB&M.
THENCE S 38°04'48" E A DISTANCE OF 20.00 FEET;
THENCE S 51°39'52" W A DISTANCE OF 189.59 FEET;
THENCE N 38°20'08" W A DISTANCE OF 85.00 FEET;
THENCE S 51°39'52" W A DISTANCE OF 19.68 FEET;
THENCE N 38°20'08" W A DISTANCE OF 20.00 FEET;
THENCE N 51°39'52" E A DISTANCE OF 39.68 FEET;
THENCE S 38°20'08" E A DISTANCE OF 85.00 FEET;
THENCE N 51°39'52" E A DISTANCE OF 169.68 FEET TO THE POINT OF BEGINNING.

TO HAVE AND TO HOLD the same unto said QUESTAR GAS COMPANY, its successors and assigns, a permanent access right of way to Grantee's regulator station property. The said Grantor shall have the right to use said premises provided such use does not interfere with Grantee's access, or any other rights granted to Grantee hereunder.

This right-of-way shall be binding upon and inure to the benefit of the successors and assigns of Grantor 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.

