

LICENSE

QUESTAR PIPELINE COMPANY (Questar Pipeline), P.O. Box 11450, Salt Lake City, Utah 84147, grants and conveys a license (License) to MORGAN INTERMOUNTAIN, LLC, a Utah limited liability company (Morgan Intermountain), P.O. Box 1031, Morgan, Utah 84050, to use a portion of a 50-foot wide Questar Pipeline right of way and easement (Easement) for the purpose of developing a 36 acre tract located in North Morgan for the construction of a clinic and adjacent living facilities and housing as depicted on Morgan County Ownership as recorded in Book M-111 at Page 147-151 in the Morgan County Recorder's office (Improvements). The Improvements shall be located on and across certain lands within the Easement located in the west half of section 25, Township 4 North, Range 2 East, SLB&M, Morgan County, Utah, and more specifically described in Exhibit "A," attached to and made a part of this License. Questar Pipeline's right-of-way and easement grants (Grants) affected by the Improvements are attached to and made a part of this License as Exhibit "B." The Improvements will be built over Questar Pipeline's high-pressure gas Mainline No. 3 (Pipeline) located on its Easement as described on Exhibit "A."

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

1. Morgan Intermountain 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 Pipeline at any points the Improvements and Pipeline 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 Pipeline do not cross, the existing cover over the Pipeline will be left undisturbed.
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 Easement. Overhead power and telephone lines crossing the Pipeline must be a minimum of 25 feet above the ground. In addition, no structure may overhang the Easement so that access to or within the Easement is impeded.
5. No trees, shrubs or any other deep-rooted plant may be planted or grown within 10 feet of the Pipeline.
6. Wood or chain-link type fencing is permissible within the Easement. However, fencing running parallel to the Pipeline must be offset at least 10 feet in either direction from the center line of the Pipeline. Poles for fencing running perpendicular to the Pipeline must not be set within 5 feet of the Pipeline's center line.
7. A minimum of 24 inches of clearance must be provided between the Pipeline and any utility lines or pipes crossing the Pipeline. Utility lines or pipes must cross the Pipeline 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 line.
8. Buried power and communication line crossings of the Pipeline must be encased in a rigid, nonmetallic conduit across the entire width of the Easement unless written approval is given by Questar Pipeline for a metallic conduit. All buried power line crossings must maintain a minimum clearance from the Pipeline 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 Pipeline must have a protective coating for a minimum of 10 feet on either side of the Pipeline. 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 Pipeline must be offset a minimum of 10 feet. All other buried lines parallel to the Pipeline must be offset a minimum of 6 feet.
11. All sewer lines in the Easement 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 Pipeline to exceed 10,500 pounds without the prior written approval of

Questar Pipeline. A minimum of 4 feet of cover over the Pipeline must be verified before equipment is allowed over the pipeline. If conditions necessitate, approval may be revoked by Questar Pipeline.

13. Licensee shall be required to mark the external boundaries of the Easement in the work area in a manner that will prevent vehicle intrusion except at designated crossing points. 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 Pipeline requires the prior written approval of Questar Pipeline.
15. Questar Pipeline reserves the right to reconstruct, rebuild or add to its Pipeline or any of its other facilities within its Easements and, in such event, Licensee shall bear all costs and expense associated with damage, alteration, revision or relocation to the Improvements which are necessary to accommodate any such new or rebuilt Pipelines or other facilities of Questar Pipeline and which are necessary to maintain any of its Pipelines or other facilities in conformance with all applicable laws, rules, regulations, orders and requirements of any governmental body or other authority having jurisdiction over such Pipelines or facilities.
16. In the event it becomes necessary for Questar Pipeline, due to damage to the Pipeline by Licensee, to repair or otherwise perform any work on its pipelines located on its Easement, 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 land-owners, including the grantors of Questar Pipeline's Easement 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 planned unit development of the presence and location of the Pipeline, and provide a copy of this License with attachments to those owners whose lots are burdened by the Easement.
22. The Planned Unit Development, and responsibility for maintaining the streets and utilities, may be assigned to the City of Morgan 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.
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. If there is a conflict between the terms and conditions of this License and the terms and conditions of the Grants, the terms and conditions of the Grants shall control.
25. 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.
26. 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.

STATE OF UTAH)
) ss.
COUNTY OF MORGAN)

The foregoing instrument was acknowledged before me this 1st day of October, 1996, by Gray Jensen of MORGAN INTERMOUNTAIN, LLC.

Joann H. Jones
Notary Public

My commission expires 5-4-97

Residing at Coalville UT



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