



WHEN RECORDED MAIL TO:

Questar Gas Company
P.O. Box 45360, Right-of-way
Salt Lake City, UT 84145-0360
[File Name].cc; RW01

ENT 88328:2011 PG 1 of 8
JEFFERY SMITH
UTAH COUNTY RECORDER
2011 Dec 08 3:31 pm FEE 27.00 BY SW
RECORDED FOR STOEL RIVES

WITH A COPY TO:

Guy P. Kroesche, Esq.
Stoel Rives LLP
201 S. Main St., Suite 1100
Salt Lake City, UT 84111

RIGHT-OF-WAY AND EASEMENT GRANT

(Natural Gas Lines)

1. Easement. For and in consideration of the terms and conditions of this Right-of-Way and Easement Grant, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, IHC HEALTH SERVICES, INC., a non-profit corporation of the State of Utah ("*Intermountain Healthcare*"), as grantor, does hereby convey, warrant and grant to QUESTAR GAS COMPANY, a corporation of the State of Utah ("*Questar*"), as grantee, a non-exclusive right-of-way and easement (the "*Easement*"), as particularly described and shown in attached *Exhibit "A"* as the "*New Easement Property*" and the "*Existing Easement Property*" (collectively, the "*Easement Property*") across the property owned by Intermountain Healthcare as further described in attached *Exhibit "B"* (the "*Intermountain Healthcare Property*"). The Easement is solely for the purposes of allowing Questar to construct, lay, maintain, operate, repair, inspect, protect, remove and replace a natural gas pipe lines, valves, valve boxes, and other ancillary, related natural gas transmission and distribution facilities and components (collectively, the "*Facilities*"), over, across, and through the Easement Property (the "*Limited Use*").

2. Underground Facilities. Except and only to the extent that, due to engineering, regulatory or safety requirements and as otherwise approved, in advance and in writing, by Intermountain Healthcare (which approval shall not be unreasonably withheld, conditioned or delayed by Intermountain Healthcare), certain of the Facilities must be located above ground at various intervals within the Easement Property in order for any of the Facilities to function properly, any and all such gas pipe lines, valves, valve boxes, and ancillary, related transmission and distribution facilities shall be located underground within the Easement Property; provided that, except as otherwise specified herein, any and all such Facilities and any other Easement components shall be buried under at least thirty-six (36) inches of cover.

3. Ownership of Facilities. All Facilities that Questar constructs or locates within the Easement Property shall at all times remain solely Questar's property. Subject to Questar obtaining any additional required rights of way or easements from Intermountain Healthcare (which rights of way and easements shall not be unreasonably withheld, conditioned or delayed), Questar may render service to other customers from the Facilities and otherwise utilize the Facilities as Questar sees fit without compensation to Intermountain Healthcare. In the event that all or any part of the Intermountain Healthcare Property shall be sold, leased, transferred, conveyed to persons or entities unaffiliated with Intermountain Healthcare, then, subject to Questar obtaining any additional required rights of way or easements from Intermountain Healthcare (which rights of way and easements shall not be unreasonably

withheld, conditioned or delayed), Questar may render service to any such sold, conveyed, transferred, or leased Intermountain Healthcare Property from the Facilities and otherwise utilize the Facilities therefor without compensation to Intermountain Healthcare. Nothing in this provision shall be construed to compel Intermountain Healthcare to grant any such easements or rights of way or preclude Questar from exercising any condemnation rights to which Questar may be entitled under applicable law, rule or regulation.

4. Term. Questar, and its successors and assigns, shall have and hold the Easement, so long as such Facilities shall be maintained, together with the right of ingress and egress within the Easement Property as may be reasonably necessary to maintain, operate, repair, inspect, protect, remove and replace the Facilities. During temporary periods and upon advance notice to Intermountain Healthcare, Questar may use such portion of the Intermountain Healthcare Property along and adjacent to the Easement Property as may be reasonably necessary in connection with construction, maintenance, repair, removal or replacement of the Facilities.

5. Use by Intermountain Healthcare. Intermountain Healthcare reserves the right to make any use of the Easement Property, so long as any such use does not unreasonably interfere with the nonexclusive right and easement which is herein granted to Questar. Further, Intermountain Healthcare shall be permitted to landscape, hardscape, maintain and repair sidewalk, drainage and other improvements on the Easement Property, as reasonably necessary and appropriate or consistent with similar improvements on or about property near, adjacent or contiguous to the Easement Property owned or occupied by Intermountain Healthcare, so long as such improvements do not unreasonably interfere with the rights granted to Questar hereunder. Notwithstanding the foregoing, Intermountain Healthcare shall not (a) construct or erect any building or structure, including, but not limited to, storage sheds, fences or any other structure, which requires slab support or footings or which restricts Questar's access to the Easement Property, (b) plant, or allow to be planted, deep rooted trees or deep rooted shrubs over or across the Easement or (c) except with the advance, written consent of Questar (which consent shall not be unreasonably withheld, conditioned or delayed by Questar), change the grade over the top or slope of the Easement Property.

6. Limited Use. The use by Questar of the Easement granted herein shall be limited to the Limited Use as described herein, and Questar's rights hereunder shall not be exercised in any manner which, to the extent reasonably practicable (exigent circumstances, to the extent necessary, excepted), unreasonably interferes with (a) the purposes for which the Intermountain Healthcare Property is being, or to be, used or (b) with the rights and easements of any other grantee or Intermountain Healthcare.

7. Damage to Intermountain Healthcare Property. If, in connection with the use, occupation and enjoyment of the Easement hereby granted, any landscape, hardscape, sidewalk or other improvements, which may be permitted hereunder, are damaged or destroyed by Questar, then, within thirty (30) days after completion of the work necessitating the destruction or damage of such improvements (or such other longer period as may be reasonably necessary therefor, so long as Questar shall commence any necessary cure within such thirty (30) day period and diligently prosecute the same to completion), exigent circumstances (to the extent necessary and reasonably practicable) excepted, Questar shall repair or replace such damaged or destroyed improvements to a condition near as practical to that existing before any such damage or destruction. Questar shall have no obligation, under any circumstances, to repair or replace improvements not permitted under the terms of this Right-of-Way and Easement Grant.

8. Relocation. Intermountain Healthcare reserves the right to cause Questar to relocate all or part of the Facilities; provided that such relocation only occur (a) subject to the advance, written consent of Questar, which shall not be unreasonably withheld, conditioned or delayed, (b) at

Intermountain Healthcare's sole cost and expense and (c) subject to the execution, delivery and recordation (if necessary or appropriate) of all documentation necessary to evidence such relocation. Such evidence may include, but is not limited to, consistent with this Right-of-Way and Easement Grant, any new easement Questar deems reasonably necessary to evidence any such relocation and any termination of the original easement Intermountain Healthcare deems reasonably necessary therefor, all on terms reasonably acceptable to Questar and Intermountain Healthcare.

9. Contaminated Soil or Groundwater; Indemnification. If, during construction, operation or maintenance of the Facilities, Questar encounters any elements, wastes, materials, substances, compounds, pollutants, or contaminants identified or regulated as hazardous or toxic (collectively, "Hazardous Materials") under any federal, state, or local environmental laws, rules, regulations, or orders (collectively, "Environmental Laws") on, in, under, or affecting the Easement Property, Questar may suspend construction, operation or maintenance of the Facilities until such time as (1) Intermountain Healthcare, at its sole cost and expense (as and to the extent within the Easement Property or the Intermountain Healthcare Property), remediates any such Hazardous Materials and otherwise complies with the requirements of the Environmental Laws applicable to the Hazardous Materials, including, but not limited to, any required remediation, removal, disposal, response, or other corrective action, or (2) a mutually-acceptable alternative location is selected for the Easement.

Except for any Hazardous Materials on or affecting the Intermountain Healthcare Property adjacent to the Easement Property introduced, created, or caused by the negligent acts or omissions of Questar in the exercise of its rights under this Right-of-Way and Easement Grant, Intermountain Healthcare shall and hereby agrees to indemnify, defend and hold harmless Questar, together with its parents, subsidiaries and affiliates, and each of their respective officers, directors, shareholders, employees, and agents, from and against any and all claims, damages, actions, fines, penalties, expenses, causes of action, losses, demands, costs, fees (including reasonable attorneys' fees), liabilities, or proceedings of any kind or nature arising from or related to any injury or death to any person or any loss or damage to any property or the environment and arising out of or related to the existence of any Hazardous Materials on, in, or under, or affecting the Easement Property ("Environmental Claims").

Without limiting the indemnification and other obligations of Intermountain Healthcare as specified in this Right-of-Way and Easement Grant with respect to Environmental Claims, this Right-of-Way and Easement Grant shall not (a) create any assumption, extend to, or be deemed or construed as an admission by Intermountain Healthcare of any liability or obligation with respect to the existence of any Hazardous Materials on, in, under, or affecting any property near, adjacent or contiguous to the Easement Property not introduced, caused, created, exacerbated, or affected by the negligent acts or omissions of Intermountain Healthcare, or (b) be for the benefit of any person or entity other than Questar, its parents, subsidiaries, affiliates, and assignees and each of their respective officers, directors, shareholders, employees, and agents and, then, only as and to the extent specified hereunder.

Questar shall and hereby agrees to indemnify, defend and hold harmless Intermountain Healthcare, together with its parent, subsidiaries and affiliates, and each of their respective officers, directors, trustees, shareholders, employees, and agents, from and against any and all damages, claims, actions, causes of action, losses, demands, costs, fees (including reasonable attorneys' fees), liabilities, or proceedings arising from or due to the negligent acts or omissions of Questar or those acting at the direction of Questar, resulting in the introduction, creation or affecting of any Hazardous Materials on, in, under, or affecting the Intermountain Healthcare Property. Further, if, in connection with the Limited Use, Questar's negligent acts or omissions, or those of any person or entity acting at the direction of Questar, result in the introduction or creation of, or affect, any such Hazardous Materials, Questar shall take or cause to be taken such actions as may be necessary or appropriate to remediate the same as

required by any applicable Environmental Laws, including, but not limited to, any remediation, removal, disposal, response, or other corrective action.

10. No Public Dedication. Nothing contained in this Right-of-Way and Easement Grant shall be deemed to be a gift or dedication of all or any portion of the Easement Property or the Intermountain Healthcare Property for the general public or for any other public purpose whatsoever, it being the intention of Intermountain Healthcare that this Right-of-Way and Easement Grant be strictly limited to the purposes expressed herein.

11. Termination. Subject to Questar's obligation under applicable law or other agreement to continue to provide natural gas or delivery service to Intermountain Healthcare or other customers, Questar may elect to terminate its use of the Easement Property at any time. In connection with any such termination, Questar shall execute and deliver to Intermountain Healthcare, suitable for recording, a termination of this Right-of-Way and Easement Grant. Further, upon termination of this Right-of-Way and Easement Grant, in whole or in part, unless and to the extent otherwise requested in writing by Intermountain Healthcare, Questar shall restore the Intermountain Healthcare Property, the Intermountain Healthcare Properties and the Easement Property to a condition as near as practical to that existing immediately before the exercise by Questar of its rights hereunder. Any such restoration shall be completed within thirty (30) days (or such other longer period as may be reasonably necessary therefor, so long as Questar shall commence any necessary restoration within such thirty (30) day period and diligently prosecute the same to completion), subject to reasonable delays due to weather conditions, following any termination of this Right-of-Way and Easement Grant.

12. Waiver; No Partnership or Third Party Beneficiaries; Modifications. The failure of a person to insist upon strict performance of any of the terms, covenants, conditions or agreements contained herein shall not be deemed a waiver of any rights or remedies that said person may have, and shall not be deemed a waiver of any subsequent breach or default in any of the terms, covenants, conditions or agreements contained herein by the same or any other person. The provisions of this Right-of-Way and Easement Grant are not intended to create, nor shall they be in any way interpreted or construed to create, a joint venture, partnership or any similar relationship between the parties. Nothing in this Right-of-Way and Easement Grant is intended to create an enforceable right, claim or cause of action by any third party against any party to this Right-of-Way and Easement Grant. This Right-of-Way and Easement Grant may not be modified except with the consent of Intermountain Healthcare and Questar, and, then, only by written instrument duly executed and acknowledged and recorded in the office of the County Recorder of Utah County, State of Utah.

13. Entire Agreement. This Right-of-Way and Easement Grant contains the entire agreement between the parties with respect to the Easement Property and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Right-of-Way and Easement Grant shall be construed as a whole and not strictly for or against any party. This Right-of-Way and Easement Grant shall be governed by and construed in accordance with the laws of the State of Utah. As and to the extent within the Intermountain Healthcare Property and shown and described in attached *Exhibit "A"* as the "*Existing Easement Property*", this Right-of-Way and Easement Grant supersedes that certain Right-of-Way and Easement Grant, dated as of the 10th day of November, 2000, recorded in the office of the County Recorder of Utah County, State of Utah, on November 20, 2000, as Entry No. 91700:2000.

14. Recording; Governing Law. This Right-of-Way and Easement Grant shall be recorded in the office of the County Recorder of Utah County, State of Utah. All of the provisions in this Right-of-Way and Easement Grant, including the benefits and burdens, shall be and are binding upon and inure to the benefit of the successors and assigns of the parties hereto. In the exercise of their respective rights

DATED as of the 6 day of Dec., 2011.

IHC HEALTH SERVICES, INC., a Utah nonprofit corporation

Handwritten initials and date: DJG 12/6/11

By: *[Signature]*
Print Name: D.R. Gardner
Its: VP

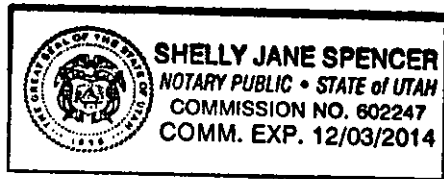
QUESTAR GAS COMPANY, a Utah corporation

By: *[Signature]*
Print Name: Craig C. Wagstaff
Sr. Vice President

STATE OF UTAH)
COUNTY OF Salt Lake) :SS

On the 6 day of Dec., 2011, this Right-of-Way and Easement Grant was acknowledged before me by D.R. Gardner, a Vice President of IHC HEALTH SERVICES, INC., a Utah nonprofit corporation.

[Signature]
Notary Signature and Seal



STATE OF UTAH)
COUNTY OF Salt Lake) :SS

On the _____ day of December, 2011, this Right-of-Way and Easement Grant was acknowledged before me by Craig C. Wagstaff, the Sr. Vice President of QUESTAR GAS COMPANY, a Utah corporation.

[Signature]
Notary Signature and Seal

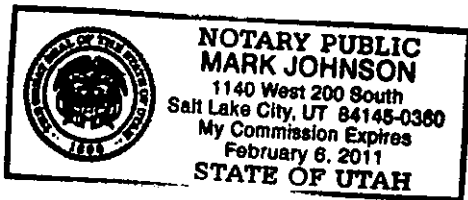


Exhibit "A"

(Description of Easement Property)

Real property located in Utah County, State of Utah, described and outlined as follows:

Parcel No. 1 (the "New Easement Property"):

Beginning at a point East 709.55 feet and South 1264.76 feet from the Northwest Corner of Section 14, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence South 02°47'59" West 10.07 feet, thence North 89°22'42" West 717.33 feet, thence North 00°22'06" East 10.00 feet, thence South 89°22'42" East 717.75 feet.

Tax Parcel Nos. 58:032:0047, 58:032:0062, 58:032:0061

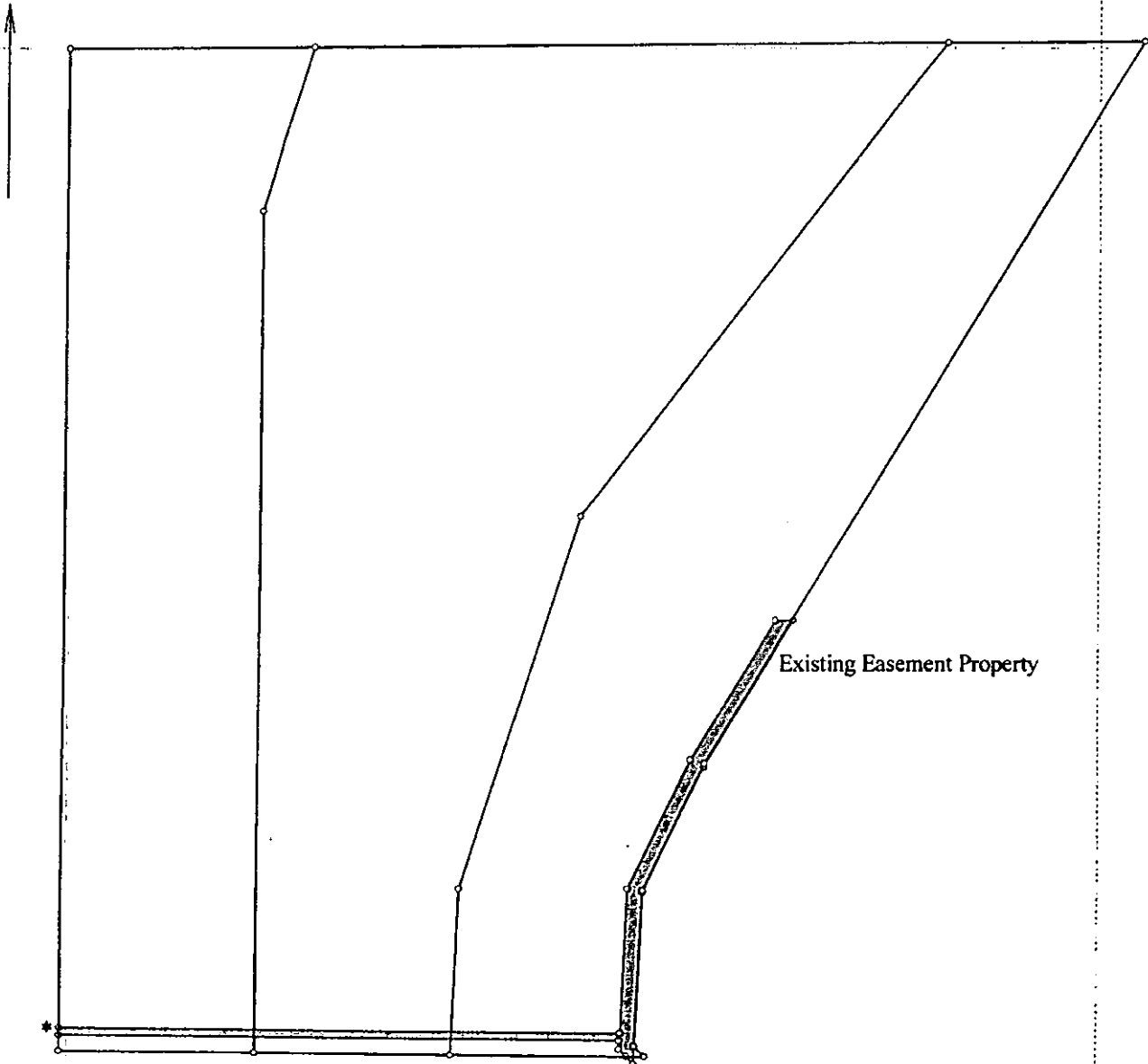
Parcel No. 2 (the "Existing Easement Property"):

Ten (10) feet on either side of the following center line through the Intermountain Healthcare Property, to wit:

Beginning at a point South 1,294.89 feet and East 718.15 feet from the Northwest Corner of said Section 14, said point being on the north line of State Highway 73; thence North 2°48'00" East 213.07 feet; thence North 25°53'30" East 180.67 feet; thence North 31°05'30" East 215.41 feet.

Tax Parcel No. 58:032:0061

SUBJECT TO ALL RESTRICTIONS, RESERVATIONS AND OTHER CONDITIONS OF RECORD AS MAY BE DISCLOSED BY A RECORD EXAMINATION OF TITLE AND/OR A PHYSICAL INSPECTION OR SURVEY OF THE EASEMENT PROPERTY.



* New Easement Property

Title:		Date: 11-29-2011
Scale: 1 inch = 200 feet	File: IHC property merged w questar easements.des	

Exhibit "B"**(Description of Intermountain Healthcare Property)****RECORD DESCRIPTIONS (Tax Parcel Nos. 58:032:0047, 58:032:0062, 58:032:0061)**

All that part of the Northwest Quarter of Section 14, Township 5 South, Range 1 West, Salt Lake Base and Meridian, bounded and described as follows:

Beginning at the Northwest Corner of said Section 14, and running thence North 89°38'31" East 314.19 feet; thence South 17°18' West 220.40 feet; thence South 00°22'06" West 1081.29 feet; thence North 89°22'42" West along the North Right-of-way Line of SR-73, 250.00 feet; thence North 00°22'06" East 1287.04 feet to the point of beginning.

Parcel 1:

Commencing North 1.96 feet and East 314.18 feet from the Northwest Corner of Section 14, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence North 89°38'31" East 811.86 feet; thence South 37°42'48" West 767.86 feet; thence South 17°50'25" West 503.43 feet; thence South 2°48'01" West 213.06 feet, thence North 89°22'42" West 250 feet; thence North 0°22'06" East 1081.29 feet; thence North 17°18'00" East 220.4 feet to the point of beginning.

Parcel 2:

Commencing North 7.03 feet and East 1126.04 feet from the Northwest Corner of Section 14, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence South 37°42'48" West 767.86 feet; thence South 17°50'25" West 503.43 feet; thence South 2°48'01" West 213.07 feet; thence South 89°22'42" East 250 feet; thence North 43°16'42" West 18.75 feet; thence North 2°48'00" East 199.55 feet; thence North 25°53'30" East 180.67 feet; thence North 31°05'30" East 1083.98 feet; thence South 89°38'31" West 251.21 feet to the point of beginning.

AS SURVEYED DESCRIPTION:

A part of the Northwest Quarter of Section 14, Township 5 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey in Saratoga Springs, Utah County, Utah:

Beginning at the Northwest Corner of said Section 14; and running thence North 89°38'31" East 1376.73 feet along the Section Line to the Northwest corner of Lot 1, Plat A, Crossroads Ranchettes Subdivision as it is staked on the ground; thence along the Westerly Line of said Subdivision as it is staked on the ground the following three courses: South 31°05'30" West 1083.98 feet; South 25°53'30" West 180.67 feet; and South 2°48'00" West 199.55 feet; thence South 43°39'39" East 18.87 feet to the North Line of SR-73 as it exists at 50.00 foot half-width; thence North 89°22'42" West 749.63 feet along said North Line of SR-73 to the Section Line; thence North 0°22'06" East 1287.04 feet along said Section Line to the point of beginning.

SUBJECT TO ALL RESTRICTIONS, RESERVATIONS AND OTHER CONDITIONS OF RECORD AS MAY BE DISCLOSED BY A RECORD EXAMINATION OF TITLE AND/OR A PHYSICAL INSPECTION OR SURVEY OF THE GRANTOR PROPERTY.