

When Recorded Mail to:
Questar Gas Company
P.O. Box 45366, Right of Way
Salt Lake City, UT 84145-0360

9730358
5/22/2006 11:22:00 AM \$32.00
Book - 9297 Pg - 2159-2167
Gary W. Ott
Recorder, Salt Lake County, UT
TALON GROUP
BY: eCASH, DEPUTY - EF 9 P.

Assessor Parcel Nos. 26-24-300-013
26-23-200-009
26-24-300-012
26-23-200-009
26-14-200-006
26-14-100-004
26-14-100-005

RIGHT-OF-WAY AND EASEMENT AGREEMENT

This Right-of-Way and Easement Agreement ("Easement") is entered into this 22 day of MAY, 2006, by and between OM ENTERPRISES COMPANY, a Utah corporation ("Grantor"), whose address is 5295 South 300 West, Suite 475, Murray, UT 84107 and QUESTAR GAS COMPANY, a Utah corporation ("Grantee"), whose address is 180 East 100 South, Salt Lake City, UT 84111.

For good and valuable consideration and the mutual promises and covenants herein contained, the parties agree as follows:

1. Conveyance of Easement.

1.1 Grant of Easement. Grantor hereby grants and conveys to Grantee a non-exclusive easement ("Easement") for the purpose of constructing, operating, maintaining, inspecting, surveying, including environmental and cultural surveys, installing cathodic protection equipment, repairing, modifying, altering, protecting, changing the size of, removing, replacing, and accessing two (2) natural gas pipelines and appurtenances, including but not limited to valves, metering equipment, electrical cable, cathodic equipment, underground conduit, cables, splicing boxes, ("Facilities") and temporary roads, over, under and within that certain area within Grantor's land as more particularly described in Exhibit "A", attached hereto and by this reference made a part of this Easement (the "Easement Property"). Such pipelines shall be buried, during initial construction, not less than sixty (60) inches measured from the top of the pipeline to the average level of the original ground on the two sides of the ditch in which such pipelines are laid or at such depth as may be required by any state, federal or local authority having jurisdiction.

1.2 Additional Land. In addition to the land within the Easement Property, Grantee may also request permission from Grantor to temporarily use such portion of Grantor's land as may be reasonably necessary in connection with the exercise of Grantee's construction, maintenance, repair, removal, replacement and other rights under

THE TALON GROUP
AW# 4677367-A

this Easement. Grantor shall not unreasonably withhold or delay its consent to such use.

1.3 Ingress and Egress. Grantee shall have a reasonable right of ingress and egress over and across Grantor's land in such locations as may be reasonably necessary or convenient in exercising the rights herein conveyed. Grantor expressly reserves the right to identify, limit, or relocate from time to time, the location of Grantee's ingress and egress to allow for and accommodate the future development and use of Grantor's land, provided, however, that such limitations or relocations do not materially and unreasonably interfere with the use, operation and maintenance of Grantee's Facilities or other rights herein conveyed.

2. Construction.

2.1 Crossings. Grantee agrees that during construction of the Facilities, or any subsequent altering, removing, or replacing of said Facilities, Grantee will leave or allow for reasonable road and other utility crossings over the Easement Property for Grantor, its lessees, licensees, and tenants in such locations as may be reasonably requested by Grantor.

2.2 Interference with Agricultural Use or Drainage. In the event Grantor's lands are being used for the growing of crops which require irrigation at the time the Facilities are under construction, Grantee agrees to install and operate flumes across the Easement at all times during such construction operations. Grantee further agrees not to dam, block, or obstruct in any manner any irrigation canals, drainage ditches or creeks located on Grantor's land and also agrees to replace or repair any levees or banks disturbed or damaged by Grantee's construction or operations.

2.3 Restoration. Prior to the construction of the Facilities and for any and all construction or maintenance work thereafter, Grantee shall segregate all of the topsoil material from other landfill material removed or disturbed in the construction area and shall, within 60 days from the date of completion of the work performed within the Easement, refill all excavations made by Grantee, grade and replace the topsoil, reseed the area impacted by construction with native grass seed or otherwise restore the land as near as reasonably possible to its pre-construction condition and to Grantor's satisfaction. Grantee's obligations hereunder shall include the replacement, at its sole cost and expense, the restoration of any roads, curb, gutter or sidewalks, pipelines, landscaping or any other Grantor improvements that are disturbed or damaged by Grantee.

2.4 Interference with Grantor's Uses of its Land. Grantee shall use reasonable commercial efforts to limit the disturbance to Grantor, its lessees, licensees, and tenants during the construction or maintenance of the Facilities to the extent reasonably possible and shall comply with all reasonable requests by Grantor to limit or alter its construction work and timing of such construction and maintenance work to minimize disturbance to Grantor's use of Grantor's land.

2.5 As-Built Drawings. Within one year following the completion of the

construction of the Facilities, Grantee will complete and provide to Grantor at no cost an as-built survey of the Facilities within the Easement Property. Nothing in this paragraph shall relieve Grantor of its obligation to comply with all applicable state, federal, and local laws, rules and regulations, including, but not limited to Blue Stakes laws, prior to construction or digging in any manner in or about the Easement Property.

2.6 Signs. Grantee shall install and maintain signs or markers identifying the location of the Facilities at the property boundaries crossings, (where the pipelines enter and exit Grantor's land), or any other locations where Grantor may reasonably designate or as may be required by the Utah Department of Transportation or other governmental entity.

2.7 Improvements. Except as provided in Paragraph 3 of this Easement and the subparagraphs thereunder, Grantor shall not build or construct nor permit to be built or constructed any buildings or other improvements over or across the Easement Property nor change its contour without the prior written consent of Grantee, which consent shall not be unreasonably withheld.

2.8 Damages. Grantee shall pay damages to crops, landscaping, fences and other improvements of Grantor, its tenants and lessees, which may arise from Grantee's exercise of its rights herein.

3. Grantor's Reserved Rights.

3.1 Landscaping. Grantor expressly reserves the right to use and enjoy the surface and subsurface of the Easement Property for its own purposes and without Grantee's consent for landscaping, provided, however, that Grantor agrees not to: 1) plant any trees or deep-rooted shrubs within the Easement Property without Grantee's consent; and 2) any irrigation or sprinkling systems installed within the Easement Property shall be buried no greater than two (2) feet below the surface elevation of the Easement Property or one (1) foot above the pipelines whichever distance is greater. Grantor agrees to give Grantee notice at least 72 hours in advance of excavating within the Easement Property.

3.2 Facilities Crossing. Grantor expressly reserves the right to cross Grantee's Facilities with ditches, culverts, pipelines, and other drainage works, utilities, rail trackage, roadways, and related improvements, upon, over and across the Easement Property; provided, however, that Grantor shall comply with applicable safety standards common in the natural gas pipeline industry or required by applicable laws or regulations and provided such activities do not materially conflict with or impair Grantee's rights hereunder. Grantor agrees to give Grantee 30 days notice before excavating below two feet from the surface elevation of the Easement Property if such excavation is for the purpose of installing any of the facilities described in this Paragraph 3.2. Such 30 days notice shall also include a copy of Grantor's construction drawings or plans. Grantee shall give Grantor notice of its objections, if any, with the proposed improvements prior to the expiration of such 30 days. Grantee's objections shall be made in writing and shall

describe the nature of its concerns and a proposed resolution of the conflict.

3.3 Mineral Rights. In addition to all other rights and privileges which are reserved to Grantor herein, there is expressly reserved to Grantor all mineral, oil, and gas in, on and under the Easement Property.

4. Abandonment. In the event of abandonment by Grantee of the Facilities for a period of five (5) years and upon approval, if required, from the appropriate governmental entity, Grantor or Grantee may terminate this Easement upon written notice to the other party. Upon such notice of termination, Grantee shall have the right to remove or abandon the Facilities in place and agrees to execute and record a document of reconveyance and release whereupon this Easement and all rights and privileges herein granted shall be fully cancelled and terminated. Grantee shall notify Grantor of any such abandonment. Grantee shall be responsible for all reclamation of the Easement Property required by law and attributable to Grantee's use and occupancy thereof.

5. Compliance with Law. Grantee shall observe and comply with all rules, regulations, and laws now in effect or which may hereafter be enacted during the continuance of this Easement by any governmental authority having jurisdiction over Grantee and its business as conducted upon Grantor's land and the Easement Property.

6. Taxes. Grantee shall pay when due all taxes and assessments levied against its improvements built upon Grantor's land and the Easement Property, all taxes on personal property brought upon Grantor's land and the Easement Property by Grantee and any taxes that may become due because of the conveyance of this Easement Grantee shall indemnify and hold Grantor harmless from any liability for the payment of such taxes. Grantor shall continue to pay all real property taxes and assessments levied against Grantor's land and Easement Property not caused by Grantee's improvements thereon and shall indemnify and hold Grantee harmless from any and all liability for the payment of any such taxes or assessments.

7. Indemnification and Insurance. Grantee shall protect, defend, indemnify and hold harmless Grantor, its officers, directors, employees, subsidiaries, and affiliates (collectively "Indemnities") from and against any and all losses, claims, liens, demands, and causes of action of every kind and nature, including but not limited to the amount of any judgment, penalty, interest, court cost or legal fee incurred by the Indemnities or any of them in the defense of same, arising in favor of any party, including governmental agencies or bodies, on account of taxes, claims, liens debts, personal injuries, death, or damages to property, violations of law, including without limitation Environmental Laws and Regulations, and all other claims or demands of every character arising directly or indirectly out of Grantee's use of the Easement and Easement Property, provided that all of the indemnification and save harmless provisions of this Easement exclude any incidental, indirect, or consequential losses or damages to the property of business of Grantor or any pro rata liability attributable to Grantor's negligence or resulting from acts creating strict liability of Grantor or caused by Grantor's breach of this Easement. This Paragraph shall survive the termination of the Easement.

For purposes of this Easement, "Environmental Laws and Regulations" shall mean all present and future federal, state, and local laws and all rules and regulations promulgated thereunder, relating to pollution or protection of the environment.

Grantee shall procure and maintain, or cause its contractors to procure and maintain, during any construction or maintenance activities upon the Easement Property:

- (i) statutory worker's compensation insurance;
- (ii) employers liability insurance in an amount not less than \$5 million each accident for bodily injury by accident, \$5 million for bodily injury by disease and \$5 million for each employee by disease;
- (iii) automobile liability insurance with a limit of not less than \$5 million each accident for bodily injury, including death, and \$5 million each occurrence for property damage; and
- (iii) commercial general liability insurance covering operations on the Easement Property with a combined single limit of not less than \$5 million. Grantor shall be included as an additional insured under such policy but only to the extent of the specific risks and liabilities assumed by Grantee under this Easement.

So long as Grantee is regulated as a public utility by the Utah Public Service Commission or the Federal Energy Regulatory Commission, or their successor agencies, Grantee may elect to assume the risk of loss and liabilities under this Easement through a program of self-insurance. Evidence of such insurance or self-insurance shall be furnished by Grantee to Grantor upon request.

8. Integration. It is mutually understood and agreed that this Easement as written covers and includes all of the agreements and stipulations between the parties and that no representations or statements, verbal or written, have been made modifying, adding to or changing the terms hereof.

9. Succession. This Easement shall run with the land and shall be binding upon and shall inure to the benefit of the successors, assigns, heirs, executors, and administrators of the parties. Grantee shall not assign its rights or delegate its duties under this Easement to any person or entity, other than to its successor or its parent or affiliated companies, without the prior written consent of Grantor.

10. Subject to Existing Rights. This Easement is made subject to any existing easements or rights-of-way or other interests of record or that would be disclosed by an inspection or survey of the Easement Property and is made without any warranties or representations from Grantor, other than those expressly set forth herein.

11. Authorization. Each individual executing this Easement does thereby

QUESTAR GAS COMPANY

By: R. J. Zobell *AKB*
Title: _____

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

On the 16th day of May, 2006, personally appeared before me R.J. Zobell, who, being duly sworn, did say that he is the Manager Engineering and Project Management, of Questar Gas Company, and that the foregoing instrument was signed on behalf of said corporation by authority of a resolution of its Board of Directors or its Bylaws.

Alisha White
Notary Public

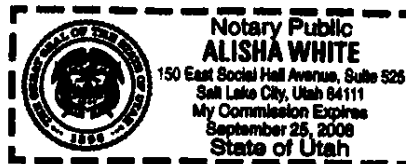


EXHIBIT "A"

A strip of land located in the West half of Section 24, Township 3 South, Range 2 West, Salt Lake Base and Meridian, said strip being 30 feet wide and lying 15 feet on either side of, and parallel with the following described centerline:

Commencing at the Southwest corner of said Section 24; thence South $89^{\circ}58'44''$ East along the South line of said section for 34.992 feet; thence North $00^{\circ}01'16''$ East perpendicular to said South line for 40.000 feet to the North right-of-way line of 11800 South Street and the point of beginning; thence North $00^{\circ}00'34''$ East, parallel to the West line of said section for 2,602.163 feet; thence continuing parallel to the West line of said section, North $00^{\circ}00'12''$ East for 328.193 feet to the end of said 30 foot QGC R/W #1; said end point lying Southwesterly of, and 25.000 feet measured perpendicular from the Westerly right-of-way of the Mountain View Corridor.

NOTE:

The boundary lines of said strip easement shall be prolonged and/or shortened to begin and end on, and conform to, the Southerly right-of-way of the proposed Mountain View Corridor.

A strip of land located in the West half of Sections 24 and the Northeast quarter of Section 23, Township 3 South, Range 2 West, Salt Lake Base and Meridian, said strip being 50 feet wide and lying 25 feet on either side of, and parallel with the following described centerline:

Commencing at the West quarter corner of said Section 24, (Basis of bearing between the West quarter corner and the Southwest corner of said section is South $00^{\circ}00'34''$ West 2642.141 feet); thence North $00^{\circ}00'12''$ East along the West line of said Section 24 for 328.193 feet; thence South $89^{\circ}59'48''$ East, perpendicular to said West line for 35.000 feet to the point of beginning, said point lying Southwesterly of, and 25.000 feet measured perpendicular to the Westerly right-of-way of the Mountain View Corridor; thence running parallel to said Western right-of-way the following three (3) calls:

- 1) North $37^{\circ}08'59''$ West for 1120.580 feet; 2) North $45^{\circ}16'13''$ West for 559.439 feet; 3) North $36^{\circ}32'42''$ West for 1276.665 feet to the end of said QGC R/W #2; said point lying on the South line of Section 14, from which the South quarter corner bears South $89^{\circ}58'54''$ West 848.429 feet.

NOTE:

The boundary lines of said strip easement shall be prolonged and/or shortened to begin and end on, and conform to, the Southerly right-of-way of the proposed Mountain View Corridor.

One strip of land located in the East half of Section 14, Township 3 South, Range 2 West, Salt Lake Base and Meridian, said strips being 50 feet wide and lying 25 feet on either side of, and parallel with the following described centerlines:

Commencing at the South quarter corner of said Section 14; thence North $89^{\circ}58'54''$ East along the South line of said section for 576.048 feet; thence North $00^{\circ}01'06''$ West perpendicular to said South line for 1315.917 feet to the point of beginning; said point lying Westerly of, and 25.000 feet measured perpendicular to the Mountain View Corridor right-of-way; thence running parallel to said West right-of-way the following four (4) calls: 1) North $08^{\circ}03'45''$ West for 76.832 feet; 2) with a non-tangent curve to the right having a radius of 6,215.000 feet, a central angle of $13^{\circ}02'56''$ (chord bearing and distance of North $06^{\circ}09'32''$ West 1412.376 feet) and for an arc distance of 1415.433 feet; 3) North $02^{\circ}36'42''$ West for 584.461 feet; 4) with a non-tangent curve to the left having a radius of 13,767.000 feet, a central angle of $06^{\circ}12'57''$ (chord bearing and distance of North $05^{\circ}10'04''$ West 1492.799 feet) and for an arc distance of 1493.531 feet to the end of said 50 foot QGC R/W #3.