

WHEN RECORDED MAIL TO:

Questar Regulated Services Company
P.O. Box 45360, Right-of-way
Salt Lake City, UT 84145-0360
2413expr.lc; RW01

ENT 98954; 2004' PG 1 of 6
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2004 Aug 27 3:58 pm FEE 26.00 BY JRD
RECORDED FOR QUESTAR

Space above for County Recorder's use
PARCEL I.D.#

RIGHT-OF-WAY AND EASEMENT GRANT
UT 21249

EXPRESSWAY BUSINESS PARK, LLC, a Utah limited liability company, (Grantor), conveys and warrants to QUESTAR GAS COMPANY (Questar Gas), a Utah corporation, 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 acknowledged, a right-of-way and easement 64.00 feet in width to lay, maintain, operate, repair, inspect, protect, remove and replace pipelines, valves, valve boxes and other gas transmission and distribution facilities (collectively Facilities) through and across the following-described land and premises situated in the County of Utah, State of Utah, to-wit:

Land of the Grantor located Section 17, Township 8 South, Range 3 East, Salt Lake Base and Meridian;

the centerlines of the right-of-way and easement shall extend through and across the above-described land and premises as follows, to-wit:

Beginning at a point North 102.59 feet and East 1,025.79 feet from the West Quarter Corner of said Section 17; said point being on the North line of Expressway Lane Street, Spanish Fork City, Utah; running thence North 01°34'28" West 108.00 feet; thence South 88°25'32" West 835.08 feet; thence Northerly 74.87 feet along the arc of a 47.00 foot radius curve to the right, chord bears North 45°56'17" West 67.20 feet.

Also, Beginning at a point North 393.72 feet and East 30.93 feet from the West Quarter Corner of said Section 17; running thence North 89°41'54" East 690.11 feet; thence South 00°18'06" East 195.07 feet.

Also, Beginning at a point North 592.28 feet and East 137.88 feet from the West Quarter Corner of said Section 17; running thence North 89°41'54" East 582.11 feet; thence South 00°18'06" East 198.00 feet.

Also, Beginning at a point North 595.35 feet and East 719.99 feet from the West Quarter Corner of said Section 17; running thence North 89°41'54" East 179.99 feet; thence South 00°18'07" East 389.07 feet.

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Also, Beginning at a point North 596.30 feet and East 899.98 feet from the West Quarter Corner of said Section 17; running thence North 89°41'54" East 250.00 feet.

Also, Beginning at a point North 597.56 feet and East 1,139.98 feet from the West Quarter Corner of said Section 17; running thence South 00°18'06" East 383.74 feet; thence North 88°25'32" East 37.76 feet.

Also, Beginning at a point North 210.55 feet and East 1,022.82 feet from the West Quarter Corner of said Section 17; running thence North 88°25'32" East 119.22 feet.

TO HAVE AND TO HOLD the same to Questar Gas, its successors and assigns, so long as such Facilities shall be maintained, with the right of ingress and egress to and from the right-of-way to maintain, operate, repair, inspect, protect, remove and replace the same. During temporary periods, Grantee may use such portion of the property along and adjacent to the 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 in this Grant.

Grantor shall not build or construct, nor permit to be built or constructed, any building or other improvement over or across the right-of-way, nor change the contour of the right-of-way, without written consent of Grantee. 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.

"Environmental Costs" mean liens, demands, claims, suits, proceedings, actions, causes of action, assessments, fines penalties, charges, judgments, costs (including, without limitation, reasonable storage, treatment, disposal, transportation, remediation, cleanup, abatement, removal, response, inspection and other costs related to Hazardous Materials), expenses (including, without limitation, reasonable litigation expenses, court costs and attorneys' fees, whether incurred with or without the filing of suit, on appeal or otherwise, and consultant and expert fees, investigation expenses and laboratory expenses), losses, damages, and liabilities of any kind, nature or character whatsoever (but excluding consequential or punitive damages), including, without limitation, those arising under applicable Environmental Laws.

"Environmental Conditions" means any activity or condition on, under, above or related to the Property (including, without limitation, any discharge, emission, release, threatened release or escape of Hazardous Materials into the atmosphere or on or under surface or subsurface soil, ground water or surface water) giving rise to any Costs directly or indirectly resulting from or based on (a) any violation of any applicable Environmental Laws or (b) the presence or migration of Hazardous Materials.

"Environmental Laws" means the means the Comprehensive Environmental

Response, Compensation and Liability Act ("CERCLA"), as amended by the Superfund Reauthorization and Amendment Act, the Federal Water Pollution Control Act (as amended by the Clean Water Act), the Clean Air Act, the Resource Conservation and Recovery Act ("RCRA"), the Toxic Substances Control Act, the Safe Drinking Water Act, the Utah Environmental Quality Act, and any other federal, state or local law, statute, rule, regulation, code, ordinance, order, decree, judgment, injunction, notice or binding agreement, issued, promulgated or entered into by any governmental authority, relating in any way to the environment, wetlands, the preservation or reclamation of natural resources, waste management, health and safety matters relating to the environment or Hazardous Materials, whether currently in effect or enacted in the future.

"Hazardous Materials" means any hazardous, dangerous or toxic chemical, waste, byproduct, pollutant, contaminant, compound, product or substance, including, without limitation, asbestos, solvents, degreasers, urea formaldehyde, polychlorinated biphenyls, dioxins, petroleum and petroleum products, and any other material, the exposure to or the possession, presence, use, management, handling, generation, manufacture, production, storage, treatment, release, threatened release, discharge, emission, disposal, transportation, remediation, cleanup, corrective action, abatement or removal of which is prohibited, controlled or regulated in any manner under any Environmental Law.

Contaminated Soil and Water. If Questar Gas encounters any Environmental Condition on Grantor's Property, including, without limitation, any soil or groundwater contamination, during the work that requires environmental investigation or remediation or poses a hazard to Questar Gas employees, Questar Gas may suspend the work until the Environmental Condition is fully investigated and remediated by Grantor at Grantor's sole cost, to Questar Gas' satisfaction.

Landfill Cap. The Parties acknowledge the existence of a landfill cap beneath Grantor's Property. If the landfill cap needs to be breached as part of the work, or is breached during the work, Grantor shall be responsible for all costs incurred, including, without limitation, any investigation, remediation or response action costs incurred resulting from or arising out of such breach. Grantor shall retain a qualified environmental consultant to conduct any required investigation, remediation or response action concerning the landfill cap at Grantor's sole cost.

Regulatory Liability. Grantor hereby understands and agrees that Questar Gas has not created nor contributed to the creation or existence of any Hazardous Materials or Environmental Condition, whether latent or patent, at Grantor's Property, or in connection with or related to the work that Questar Gas has been retained to perform pursuant to this Agreement. Nothing contained within this Agreement shall be construed or interpreted as requiring Questar Gas to assume the status of a generator, treater, storer, transporter or disposal facility as those terms are used under the RCRA, as amended, or under any state statute governing the generation, treatment, storage, transportation and disposal of waste material. Further, this Agreement shall not be construed or interpreted as requiring Questar Gas to assume the status as an "owner or operator" or as requiring Questar Gas to arrange for the transportation, treatment or disposal of hazardous substances, as set forth under CERCLA, as amended, or under any state statute governing such status.

Indemnity and Release. Grantor shall indemnify, defend and hold harmless Questar Gas, its parent and affiliated companies and their respective directors, officers, shareholders employees, agents, successors and assigns ("Indemnitees") from and against any and all Costs which may at any time be imposed on, or suffered or incurred by the Indemnitees arising out of or resulting from the work. This indemnification shall include, without limitation, (a) any Environmental Condition, whether such Environmental Condition occurs or is located on the Property or occurs off the Property as a result of the migration of Hazardous Materials from the Property; (b) the cost of any investigation, removal, remedial or other response action that is required by any Environmental Law (including, without limitation, CERCLA or RCRA), judicial order or agreement with any governmental authority or third party, that is necessary, appropriate or otherwise reasonable under the circumstances; (c) costs necessary to cause the Property to be in compliance with any and all Environmental Laws, and (d) any claims made by any person for personal injury or property damage, including, without limitation, diminution in value or loss of use, caused by any Environmental Condition. Additionally, Grantor releases any and all claims, actions or rights of action (at law or in equity) it has or may have against Questar Gas and its parent and affiliated companies and their respective directors, officers, shareholders employees, agents, successors and assigns concerning such Environmental Condition or Hazardous Materials. The rights of the Indemnitees under this Section 8.5 shall be in addition to and not in lieu of any other rights or remedies to which they may be entitled under this Agreement or otherwise.

It is understood that any persons securing this grant on behalf of Grantee are without authority to make any representations, covenants or agreements not specifically stated in this right-of-way.

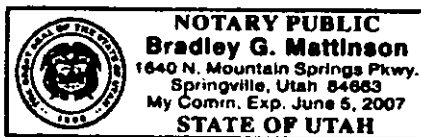
WITNESS the execution hereof this 22nd day of June, 2004.

Expressway Business Park, LLC

By [Signature]
Mike Morley, Managing Member

STATE OF UTAH)
) ss.
COUNTY OF Utah)

On the 22 day of June, 2004, personally appeared before me Michael T. Morley who, being duly sworn, did say that he is Managing Member of Expressway Business Park, LLC, and that the Right-Of-Way and Easement Grant was signed on behalf of the company by authority of its Articles of Organization or its Operating Agreement.



[Signature]
Notary Public

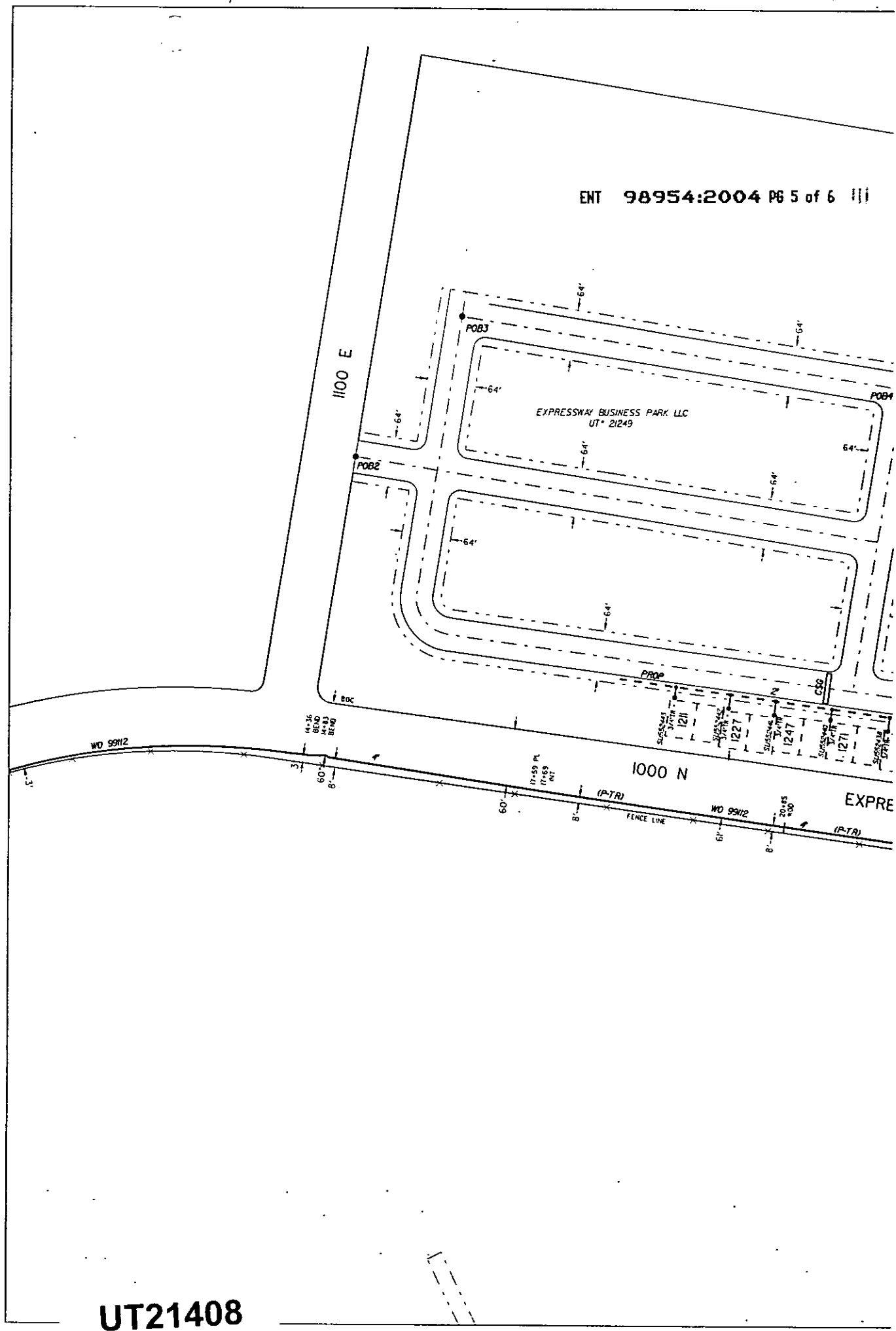
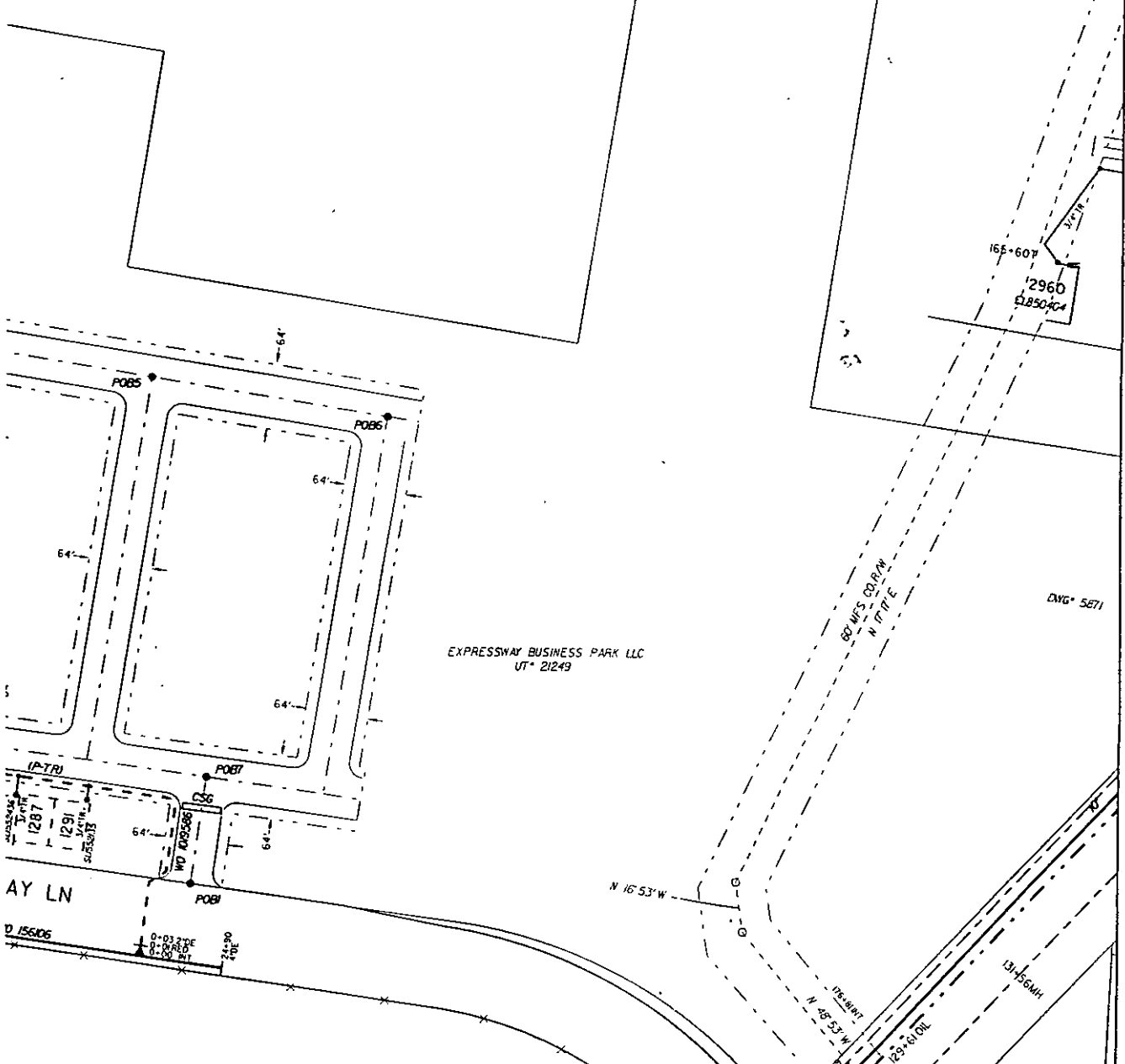


EXHIBIT A

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PROPOSED INSTALLATION of IHP MAIN

AS-BUILT FIELD NOTES COMPLETION REPORT		PROPOSED PIPE		AS-BUILT PIPE		CITY/CO SPANISH FORK CENTER CENTRAL	
DATE COMPLETED:		SIZE	FOOTAGE	TYPE	SIZE	FOOTAGE	TYPE
CONTRACTOR:		2"	725	(P-TR)			
FOREMAN:				SUB.PROJ EXPRESSWAY BUS PARK RAC 341			
INSPECTOR:				JOB LOCATION 1300 EAST EXPRESSWAY LANE			
EXCESS COSTS				PERMITS <input type="checkbox"/> HWY <input type="checkbox"/> FT <input type="checkbox"/> CNTY <input type="checkbox"/> FT <input checked="" type="checkbox"/> CTY 70 <input type="checkbox"/> ET <input type="checkbox"/> NONE			
DESCRIPTION				<input type="checkbox"/> RVR/CANAL <input type="checkbox"/> RAILROAD <input type="checkbox"/> OTHER			
QUANTITY				PROPOSED MAIN LOCATION			
				*INSTALL PROPOSED MAIN 1 FT. BACK OF WALK UNLESS OTHERWISE SPECIFIED BY QUESTAR GAS INSP.			
				*RUN PROPOSED GAS INSIDE 62 FT. RIGHT OF WAY.			
				NOTES:			
				1. CALL BLUE STAKES FOR LOCATION OF UNDERGROUND UTILITIES 538-5000 OR 1-800-662-4111			
				2. LOCATE ALL UTILITIES PRIOR TO CONSTRUCTION.			
				3. DEVELOPER TO INSTALL CASINGS AS SHOWN ABOVE.			
				BLANKET # 1003419		MJ1019586	
				ML # 1012840		DETAILS	
				CUTS & REPAIRS			
		KIND	SIZE	DEPTH	SAW CUT LIN. FT.	REPAIR SQ. FTG.	
BOC TO BOC							

