

WHEN RECORDED MAIL TO:  
Questar Regulated Services Company  
P.O. Box 45360, Right-of-way  
Salt Lake City, UT 84145-0360

1261amso.le; RW01

E 146373 B 0617 P 0790  
Date 14-APR-2000 12:24pm  
Fee: 15.00 Check  
CALLEEN B. PESHELL, Recorder  
Filed By RGL  
For QUESTAR GAS  
TOOELE COUNTY CORPORATION

**RIGHT-OF-WAY AND EASEMENT GRANT**  
UT 19850

AMSOURCE Z-VALUE, LLC, A Utah Limited Liability Company,

"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 non-exclusive right-of-way and easement (referred to in this Grant as the "Easement") to lay, maintain, operate, repair, inspect, protect, remove and replace pipelines, valves, valve boxes and other gas transmission and distribution facilities (referred to in this Grant collectively as "Facilities") as follows: Eight feet on each side of the centerlines shown on the attached plat, designated Exhibit "A", and by reference made a part of this Grant, which centerlines are within that certain development known as TOOELE TOWNE CENTER, in the vicinity of 1000 North Main Street, Tooele, Tooele County, Utah, which development is more particularly described as:

Land of Grantor located in the Northeast Quarter of Section 21, Township 3 South, Range 4 West, Salt Lake Base and Meridian;

Beginning at a point 33 feet South 00°15'56" East (deed South) and 555.29 feet South 89°43'06" West from the Northeast corner of Section 21, Township 3 South, Range 4 West, Salt Lake Base and Meridian, to a point on the Southerly line of a County Road, said point also being the future center line of First East Street; thence South 89°43'06" West 122.71 feet, along the South line of said County Road to the Northeast corner of that property conveyed to Albert R. Arellano by that certain Real Estate Contract recorded April 15, 1987 as Entry No. 008249 in Book 254 at Page 36 to 40 of Official Records; thence South 00°15'56" East 218 feet (deed South 218 feet more or less), along the East line of said Arellano property to its Southeast corner; thence South 89°43'06" West 200 feet (deed West 200 feet more or less), along the South line of said Arellano property to its Southwest corner; thence North 00°15'56" West 218 feet (deed North 218 feet more or less), along the West line of said Arellano property to its Northwest corner, said point also being on the South line of said County Road; thence South 89°43'06" West 128.50 feet (deed West 161.5 feet more or less), along the South line of said County Road to the Northeast corner of the property conveyed to H.E.B. Auto Supply, Inc. by deed recorded July 13, 1992 as Entry No. 018738 in Book 334 at Page 417 of Official Records; thence South 00°15'56" East 330 feet (deed South 330 feet more or less), along the East line of said H.E.B. property and the East line of the property conveyed to Mantes Realty Co. by deed recorded March 23, 1971 as Entry No. 293080 in Book 101 at Page 440 of Official Records, to the Southeast corner of said Mantes Realty property; thence South 89°43'06" West 288.48 feet (West 229 feet more or less) to the Southwest corner of said Mantes Realty property, said point also being on the East line of State Highway; thence South 01°23'48" West 878.21 feet (deed South 685.99 feet more or less), along the East line of said State Highway to the Northwest corner of that property conveyed to Triple M. Food & Fuel, Inc. by Deed recorded April 17, 1991 as Entry No. 040274 in Book 315 at Page 301 of Official Records; thence North 89°38' East 275.16 feet along the North line of said Triple M. property, thence South 00°15'56" East 281 feet (deed South 281 feet more or less), along the East line of said Triple M. property and that property conveyed to Glenn G. Oscarson, etux by deed recorded December 6, 1988 as Entry No. 030879 in Book 296 at Page 767 of Official Records, to the Southeast corner of said Oscarson property; thence South 89°38' West 20 feet (deed West 20 feet more or less), along the South line of said

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Oscarson property to the Northeast corner of that property conveyed to Bruce T. Steadman, etal by deed recorded December 6, 1989 as Entry No. 030882 in Book 296 at Page 774 of Official Records; thence South 00°15'56" East 200 feet (deed South 200 feet more or less), along the East line of said Steadman property to its Southeast corner, said point also being on the North line of that property conveyed to Sandra K. Aquirre by deed recorded May 14, 1990 as Entry No. 034153 in Book 303 at Page 61 of Official Records; thence North 89°38' East 46.84 feet along the North line of said property to the Northeast corner, said point also being on the West line of the property conveyed to Jerome H. Pearlman and Faith Pearlman Trustees of the Jerome H. Pearlman and Faith Pearlman Trust No. II recorded September 13, 1991 as Entry No. 043221 in Book 321 at Page 569 to 570 of Official Records, thence North 01°03'32" East 4.51 feet to the Northeast corner of the said Pearlman property, thence South 89°59'34" East 437.30 feet along the North line of said Pearlman property to the extended line of the First East Street, thence North 0°30'17" East 1486.31 feet along the future center line of said First East Street to the point of beginning.

TO HAVE AND TO HOLD the same unto its successors and assigns, so long as Grantee shall require with the right of ingress and egress to and from the Easement to maintain, operate, repair, inspect, protect, remove and replace the Facilities. During temporary periods, Grantee may use such portion of the property along and adjacent to the Easement as may be reasonably necessary in connection with construction, maintenance, repair, removal or replacement of the Facilities. Grantor(s) shall have the right to use the surface of the Easement except for the purposes for which this Easement is granted provided such use does not interfere with the Facilities or any other rights granted to Grantee by this Grant.

Grantor(s) shall not build or construct, nor permit to be built or constructed, any building or other improvement over or across the Easement, nor change the contour thereof, without written consent of Grantee; provided, however, nothing herein shall prohibit Grantor from building or constructing, or permitting to be built or constructed curb and gutter, sidewalks, pavement, landscaping or similar improvements over and across said right-of-way, provided, further, that a minimum of 3.0 feet, and a maximum of 5.0 feet of cover shall be maintained over the facilities at all times. Provided, however, no building or other improvement shall be built or constructed over or across said easement which would interfere with Questar Gas Company's (QGC) maintenance obligations under the Natural Gas Pipeline Safety Act, 49 U.S.C. Sec. 1671 et seq., as amended, without written consent of QGC. Other utilities may be located within such easement provided their lines and facilities are located no closer than 36 inches from the outside diameter of QGC's pipelines and provided such other utilities agree to comply with the Damages to Underground Utility Facilities Act, Utah Code Ann. Sec. 54-8a-1, et seq., as it may be amended. This Grant shall be binding upon the successors and assigns of Grantor(s) and may be assigned in whole or in part by Grantee without further consideration.

It is hereby understood that any person(s) securing this Grant on behalf of Grantee are without authority to make any representations, covenants or agreements not expressed in this Grant.

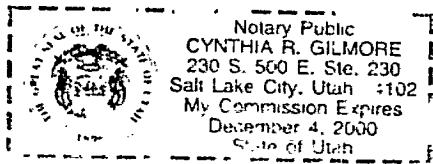
WITNESS the execution hereof this 14th day of April, 2000.

AMSOURCE Z-VALUE, LLC

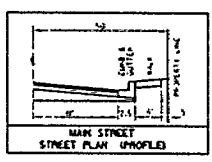
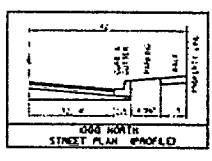
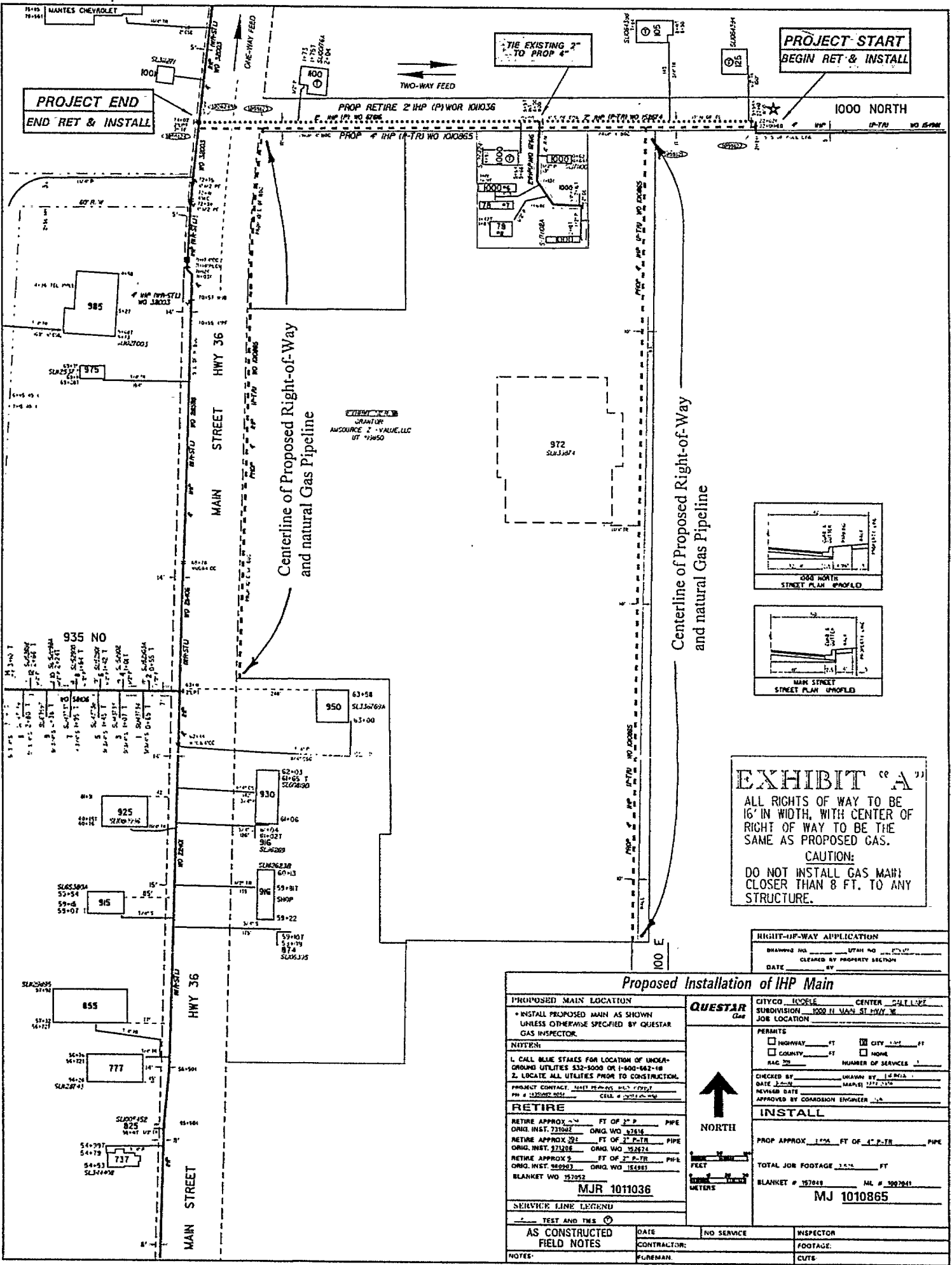
By- [Signature]  
~~John R. Gaskill, Manager~~  
Kevin B. Hawkins

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

On the 14th day of April, 2000, personally appeared before me Kevin B. Hawkins who, being duly sworn, did say that he/she is a Manager of Amsource Z-Value, and that the foregoing instrument was signed on behalf of said company by authority of it's Articles of Organization or it's Operating Agreement.



[Signature]  
Notary Public



**EXHIBIT "A"**  
 ALL RIGHTS OF WAY TO BE 16' IN WIDTH, WITH CENTER OF RIGHT OF WAY TO BE THE SAME AS PROPOSED GAS.  
**CAUTION:**  
 DO NOT INSTALL GAS MAIN CLOSER THAN 8 FT. TO ANY STRUCTURE.

RIGHT-OF-WAY APPLICATION  
 DRAWING NO. \_\_\_\_\_ UTILITY NO. \_\_\_\_\_  
 CLEARED BY PROPERTY SECTION  
 DATE \_\_\_\_\_ BY \_\_\_\_\_

**Proposed Installation of IHP Main**

<b>PROPOSED MAIN LOCATION</b> • INSTALL PROPOSED MAIN AS SHOWN UNLESS OTHERWISE SPECIFIED BY QUESTAR GAS INSPECTOR. <b>NOTES:</b> 1. CALL BLUE STAKES FOR LOCATION OF UNDERGROUND UTILITIES 532-5000 OR 1-800-642-1118. 2. LOCATE ALL UTILITIES PRIOR TO CONSTRUCTION. PROJECT CONTRACT, 14411 PERMITS, 14411 FIELD, PH # 2232082 2047 CELL # 2232082 2047	<b>QUESTAR</b> CITY/COUNTY ENGINEER CENTER 5411 1322 SUBDIVISION 1500 N. VAN ST. HWY. 36 JOB LOCATION PERMITS <input type="checkbox"/> HIGHWAY FT <input type="checkbox"/> CITY 1322 FT <input type="checkbox"/> COUNTY FT <input type="checkbox"/> HOME RAC 25 NUMBER OF SERVICES CHECKED BY _____ DRAWN BY 152011 DATE 12-10-11 MAPS 1222 2222 REVIEW DATE _____ APPROVED BY CORROSION ENGINEER _____
<b>RETIRE</b> RETIRE APPROX. 2.5 FT OF 2" P-TR PIPE ORIG. INST. 731022 ORIG. WD 22436 RETIRE APPROX 32 FT OF 2" P-TR PIPE ORIG. INST. 271206 ORIG. WD 152622 RETIRE APPROX 2 FT OF 2" P-TR PIPE ORIG. INST. 282922 ORIG. WD 151881 BLANKET WD 152952 <b>MJR 1011036</b>	<b>INSTALL</b> PROP APPROX 1.25 FT OF 4" P-TR PIPE TOTAL JOB FOOTAGE 1.25 FT BLANKET # 157049 HL # 1002941 <b>MJ 1010865</b>
<b>SERVICE LINE LEGEND</b> TEST AND TIE	<b>AS CONSTRUCTED FIELD NOTES</b> DATE _____ NO SERVICE _____ INSPECTOR _____ CONTRACTOR: _____ FOOTAGE: _____ NOTES: _____ FUREMAN: _____ CUTS: _____