

WHEN RECORDED MAIL TO:  
Questar Gas Company  
P.O. Box 45360, Right-of-way  
Salt Lake City, UT 84145-0360  
micron.cc; RW01

ENT 124424:2005 PG 1 of 10  
RANDALL A. COVINGTON  
UTAH COUNTY RECORDER  
2005 Oct 31 2:36 pm FEE 28.00 BY KH  
RECORDED FOR QUESTAR GAS

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

**EASEMENT AGREEMENT**  
UT 21683

MICRON TECHNOLOGY, INC, a Delaware corporation, as grantor ("Grantor"), does hereby grant to QUESTAR GAS COMPANY, a corporation of the State of Utah, as grantee ("Grantee"), its successors and assigns, for good and valuable consideration, receipt of which is hereby acknowledged, a non-exclusive easement ("Easement") to lay, maintain, operate, repair, inspect, protect, remove and replace underground pipelines, valves, valve boxes and other underground gas transmission and distribution facilities as well as above-ground pipeline markers required by statute, regulation or ordinance (the "Facilities") solely in accordance with the plans previously submitted to Grantor for review ("Plans"). Except for the required above-ground pipeline markers, none of the Facilities shall be located above ground. The Easement is located in the County of Utah, State of Utah, and more particularly described as follows ("Easement Area"):

Grantor's land located in the North half of Section 33 and the Northwest quarter of Section 34, Township 4 South, Range 1 East, Salt Lake Base and Meridian;

The Easement Area shall be 15 feet in width, with the centerline of the Easement extending through and across the above described land as follows:

Beginning at a point 1111.33 feet South and 2495.94 feet East from the Northwest corner of Section 33, Township 4 South, Range 1 East, Utah County, Utah; thence North 89°44'37" East, 12.23 feet; thence South 45°15'23" East, 98.93 feet; thence North 89°44'38" East, 3336.34 feet; thence South 0°08'09" East, 123.62 feet to a point of terminus on the northerly right of way line of State Road 92.

Basis of bearing is South 0°04'34" East between the North Quarter corner and the South Quarter corner of said Section 34.

As additional consideration for the Easement, Grantor and Grantee acknowledge, covenant and agree to the following terms and conditions:

1. The Easement shall continue so long as the Facilities shall be located within the Easement Area.

2. The Easement shall include the right of ingress and egress within the Easement Area from the points designated on Exhibit A, to maintain, operate, repair, inspect, protect, remove and replace the Facilities. During the initial construction of the Facilities, Grantee may use up to a total of one hundred (100) feet of Grantor's property with fifty (50) feet being located immediately adjacent to each side of the centerline of the Easement Area ("Temporary Easement Area"), as may reasonably be necessary in connection with, but only in connection with, the initial construction of the Facilities. Solely in connection with completing Emergency Repairs (as defined in Paragraph 4 below), Grantee may use those portions of the Temporary Easement Area actually necessary to complete the Emergency Repairs.

3. Grantor shall not build or construct, nor authorize its agents to build or construct, any building, post holes deeper than eighteen (18) inches, foundation or other improvement requiring footings over or across the Easement Area, nor materially change the contour of the surface of the Easement Area, nor plant any deep-rooted plants or trees over or across the Easement Area, without the written consent of Grantee, which consent Grantee shall not unreasonably withhold, condition or delay.

4. Grantee, at its sole cost and expense, shall complete the construction of the Facilities in a good and workmanlike manner, free of liens and defects, and strictly in accordance with the Plans and the Permits (defined in Paragraph 10 below). Prior to commencing construction of the Facilities, Grantee shall obtain Grantor's written approval of the Plans, stake the Easement Area and the Temporary Easement Area and conduct a pre-construction inspection with Grantor of the Easement Area and the Temporary Easement Area. The construction of the Facilities shall be prosecuted diligently to completion and in a manner so as not to interfere with or impact in any way Grantor's business operations, including access to, egress from, and the use of Grantor's buildings and related facilities located adjacent to the Easement Area or the Temporary Easement Area ("Grantor's Development"). Except in connection with Emergency Repairs, Grantee shall not cut the asphalt on any of Grantor's vehicular entrances but shall, instead, bore underneath such entrances. For the purpose of this Easement Agreement, "Emergency Repairs" shall mean (i) repairs to, or reconstruction of, the Facilities that are required by circumstances or events causing an actual or threatened immediate injury or damage to the health or safety of any persons or property, including but not limited to, Grantee's property; or (ii) repairs to, or reconstruction of, the Facilities that are required by circumstances whereby Grantee is required by its Tariff or any federal, state or local law, statute, regulation, ordinance or rule to act promptly to protect persons and/or property from injury or damage. If, in the event of Emergency Repairs, asphalt cuts are required, Grantee shall preserve and maintain vehicular ingress and egress to Grantor's Development in a location approved by Grantor, and Grantee shall repair and/or replace the asphalt on the vehicular entrances as soon as possible after the asphalt is initially cut.

5. Should Grantee's use of the Easement Area or Temporary Easement Area conflict with any expansion or improvement of the existing Utah State roadway adjacent to the Easement Area, Grantee shall be solely responsible to resolve any such conflict without any obligation of Grantor to assist with, or take any action to resolve, such conflict and at no cost to Grantor.

6. Except in cases of Emergency Repairs to the Facilities, prior to initiating any material or substantial maintenance, repair, reconstruction, replacement or reconfiguration of the Facilities, Grantee shall obtain Grantor's prior written approval of any and all plans related to the repair, reconstruction and reconfiguration ("Reconstruction Plans"). Grantee shall submit to Grantor a full and complete set of the Reconstruction Plans as early in the planning process as possible. If, after receiving the full and complete set of the Reconstruction Plans, Grantor fails, within fifteen (15) business days, to object to or comment on the Reconstruction Plans, Grantor shall be deemed to have permitted the work shown on the Reconstruction Plans within the Easement Area. If Grantor objects to or comments on the Reconstruction Plans, Grantor and Grantee shall work cooperatively to resolve Grantor's concerns as expeditiously as possible. Any reconstruction, reconfiguration, maintenance, repair or replacement of the Facilities shall be (i) completed at Grantee's sole cost and expense; (ii) completed in a good and workmanlike manner, free of defects, strictly in accordance with the Reconstruction Plans approved by Grantor and the Permits; and (iii) prosecuted diligently to completion and in a manner to avoid any interference with or any impact on Grantor's business operations, including access to, egress from, and the use of Grantor's Development. To the extent any reconstruction, reconfiguration, maintenance, repair or replacement of the Facilities are not Emergency Repairs and cannot be completed within the Easement Area, Grantee shall request from Grantor a temporary construction easement to complete such work.

7. Grantee shall, except in the event of Emergency Repairs, (i) give 15 calendar days written notice to Grantor prior to initiating any reconstruction, reconfiguration, maintenance, repair or replacement of the Facilities that would require any disturbance of the surface area of the Easement Area or the Temporary Easement Area; and (ii) give verbal notice to the Facilities Manager at Grantor's Development at least forty-eight (48) hours prior to initiating any such activity on the Easement Area or the Temporary Easement Area.

8. Upon completion of the construction, reconstruction, reconfiguration, maintenance, repair or replacement of the Facilities, and any other activities that disturb the surface of the Easement Area or the Temporary Easement Area, Grantee shall promptly restore such land to the condition it was in immediately prior to such disturbance and in accordance with any applicable Permits, including, but not limited to, reseeded and reestablishing uniform vegetative cover comparable to the pre-disturbed background vegetative cover.

9. Subject to the restrictions set forth herein, Grantor reserves unto itself, its tenants, successors and assigns, forever, the right to cross over or under the Easement Area and the Temporary Easement Area, to place or grant other easements along, across, under or within the Easement Area and the Temporary Easement Area, and to otherwise make improvements to the Easement Area and the Temporary Easement Area, so long as such uses and improvements do not materially impair or diminish Grantee's use of the Easement Area and the Facilities for the purposes herein granted.

10. Prior to commencing any construction, reconstruction, maintenance, repair or replacement of the Facilities, Grantee shall obtain all required permits, licenses and approvals required for such activities (collectively, the "Permits"), including (i) storm water and water quality management permits (along with the corresponding development and implementation of

stormwater pollution prevention plans and erosion control plans); and (ii) fugitive dust control plans and permits.

11. Grantee shall indemnify, defend and hold harmless Grantor and its officers, shareholders, directors, employees, agents, guests and invitees (collectively, "Indemnitees") from and against any and all losses, damages, causes of action, claims, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees and costs of litigation) (collectively, the "Claims") suffered, incurred by or asserted against the Indemnitees arising from or relating to Grantee's and its employees', agents' and independent contractors' access to, use of, or activities on Easement Area and the Temporary Easement Area, including the discharge of Hazardous Substances or the violation of, or failure to comply with the Permits, excluding only Claims arising from the gross negligence or willful misconduct of Indemnitees. As used herein, the term "Hazardous Substances" shall be interpreted broadly to include any material or substance that is defined, regulated or classified under federal, state, or local laws, including without limitation, as: (i) a "hazardous substance" pursuant to section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601(14), section 311 of the Federal Water Pollution Control Act, 33 U.S.C. § 1321, as now or hereafter amended; (ii) a "hazardous waste" pursuant to section 1004 or section 3001 of the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6903, 6921, as now or hereafter amended; (iii) a toxic pollutant under section 307(a)(1) of the Federal Water Pollution Control Act, 33 U.S.C. § 1317(a)(1); (iv) a "hazardous air pollutant" under section 112 of the Clean Air Act, 42 U.S.C. § 7412, as now or hereafter amended; (v) a "hazardous material" under the Hazardous Materials Transportation Uniform Safety Act of 1990, 49 U.S.C. App. § 1802(4), as now or hereafter amended; (vi) a toxic or hazardous material or substance pursuant to regulations promulgated now or hereafter under the aforementioned laws or any state or local counterpart to any of the aforementioned laws; (vii) presenting a risk to human health or the environment under other applicable federal, state or local laws, ordinances, or regulations, as now or as may be passed or promulgated in the future; or (viii) any substance that after release into the environment and upon exposure, ingestion, inhalation, or assimilation, either directly from the environment or directly by ingestion through food chains, will or may reasonably be anticipated to cause death, disease, behavior abnormalities, cancer, or genetic abnormalities. "Hazardous Substances" specifically includes asbestos, polychlorinated biphenyls, radioactive materials including naturally occurring radionuclides, petroleum and petroleum-based derivatives, and urea formaldehyde.

12. The Easement is subject to and subordinate to easements and other matters of record or not of record preceding this Easement Agreement and located in the Easement Area and the Temporary Easement Area, and Grantor makes no representations or warranty regarding the location of easements or related facilities within the Easement Area and the Temporary Easement Area.

13. If Grantee fails, within 15 days after written notice, to maintain, repair or restore the Easement Area and/or the Temporary Easement Area as and when required by Paragraph 8 above, or otherwise to comply with its obligations under this Easement Agreement, Grantor shall have the right to declare a default by Grantee. If either party defaults hereunder, the non-breaching party shall have the right to terminate the Easement and/or pursue any remedy available at law or equity.

14. If either Grantor or Grantee brings suit to enforce or interpret this Easement Agreement because of the breach of a representation, warranty or covenant contained in this Easement Agreement or in any document, instrument or agreement delivered pursuant to this Easement Agreement, or with respect to any other issue related to this Easement Agreement or the Plans, Reconstruction Plans or Permits, the prevailing party shall be entitled to recover from the other party the prevailing party's reasonable attorneys' fees and costs, including expert witness fees, incurred in any such action or in any appeal from such action, in addition to any other relief to which the prevailing party is entitled.

15. The parties acknowledge the Utah Department of Transportation ("UDOT") may modify State Road 92, which runs adjacent to the Easement Area, and in doing so, UDOT may obtain an interest in all or part of the Easement Area or the Temporary Easement Area. If and when such modification occurs and if, as part of such modification of State Road 92, UDOT acquires all of Grantor's interest in the Easement Area and/or the Temporary Easement Area, or part(s) thereof, the obligations set forth in Paragraphs 4, 6, 7, 8, 9, 11 and 13 above shall terminate as to, but only as to, that portion of the Easement Area or the Temporary Easement Area located within State Road 92 and then owned by UDOT, and said Paragraphs shall be deemed to have no effect with respect to such portion of the Easement Area or the Temporary Easement Area. All provisions of this Easement Agreement shall continue to apply to any portion of the Easement Area or the Temporary Easement Area that is not owned by UDOT after the modification of State Road 92.

16. A modification of, or amendment to, any provision contained in this Easement Agreement shall be effective only if the modification or amendment is in writing and signed by both Grantor and Grantee. Any oral representation or modification concerning this Easement Agreement shall be of no force or effect. This Easement Agreement shall not be supplemented or modified by any course of dealing.

17. Any party's failure to enforce any provision of this Easement Agreement shall not constitute a waiver of the right to enforce such provision. The provisions of this Easement Agreement may only be waived by a writing signed by the party intended to be benefited by the provisions to be waived, specifically acknowledging an intent to waive such provisions. A waiver by a party of any breach hereunder by the other party shall not be construed as a waiver of any succeeding breach of the same or other provisions.

18. This Easement Agreement shall inure to the benefit of, and shall be binding on, Grantor and Grantee and their respective successors and assigns.

19. This Easement Agreement shall be governed by, and construed and interpreted in accordance with, the laws (excluding the choice of laws rules) of the State of Utah.

20. Unless otherwise provided, references in this Easement Agreement to Paragraphs are to Paragraphs in this Easement Agreement. This Easement Agreement shall be construed according to its fair meaning and not strictly for or against Grantor or Grantee, as if both Grantor and Grantee had prepared it. Except as otherwise provided in this Easement Agreement, no remedy provided in this Easement Agreement shall be exclusive of any other remedy at law or in equity (whether existing on or created after the date of this Easement Agreement), and all

remedies under this Easement Agreement may be exercised concurrently, independently or successively from time to time.

21. Each exhibit referred to in, and attached to, this Easement Agreement is an integral part of this Easement Agreement and is incorporated in this Easement Agreement by this reference.

22. All pronouns shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the person to whom reference is made may require. The terms "include," "includes" and "including" when used herein shall be deemed in each case to be followed by the words "without limitation."

23. If any provision of this Easement Agreement shall be held invalid or unenforceable by any court of competent jurisdiction or as a result of future legislative action, and if the rights or obligations of any party hereto under this Easement Agreement will not be materially and adversely affected thereby, (i) such holding or action shall be strictly construed; (ii) such provision shall be fully severable; (iii) this Easement Agreement shall be construed and enforced as if such provision had never comprised a part hereof; (iv) the remaining provisions of this Easement Agreement shall remain in full force and effect and shall not be affected by the invalid or unenforceable provision or by its severance from this Easement Agreement; and (v) in lieu of such illegal, invalid or unenforceable provision, the parties hereto shall use commercially reasonable efforts to negotiate in good faith a substitute, legal, valid and enforceable provision that most nearly effects the parties' intent in entering into this Easement Agreement.

24. Each individual executing this Easement Agreement represents and warrants such individual has been duly authorized to execute and deliver this Easement Agreement in the capacity and for the entity set forth where such individual signs.

25. Nothing in this Easement Agreement shall be construed to create any partnership, agency or joint venture relationship between the parties. The obligations of the parties set forth in this Easement Agreement shall not create any rights in or obligations to any persons or parties other than to Grantor and Grantee and their respective successors and assigns. This Easement Agreement is not intended to, nor shall it be construed to, benefit any third party.

26. Nothing contained in this Easement Agreement shall be deemed to be a gift or a dedication of any portion of the Easement Area or the Temporary Easement Area to or for the general public or for any public purpose whatsoever, it being the intent of the parties that this Easement Agreement be strictly limited to and for the purposes expressed herein.

27. Except as provided in Paragraph 7 above, all notices, requests, demands or other communications hereunder shall be in writing and shall be delivered by personal delivery, overnight mail or delivery service, facsimile (provided that a copy thereof shall be sent concurrently to the intended recipient by one of the other methods provided herein), or United States registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

To Grantor: Director of Facilities  
Micron Technology, Inc.  
Mail Stop 601  
8000 S. Federal Way  
P.O. Box 6  
Boise, Idaho 83707-0006  
Telephone: (208) 368-4182  
Telecopier: (208) 363-2299

with a required copy to:

General Counsel  
Micron Technology, Inc  
Mail Stop 507  
8000 S. Federal Way  
P.O. Box 6  
Boise, Idaho 83707-0006  
Telephone: (208) 368-4500  
Telecopier: (208) 368-4540

and a required copy to:

Shawn C. Ferrin  
Parsons Behle & Latimer  
One Utah Center  
201 South Main Street, Suite 1800  
Post Office Box 45898  
Salt Lake City, Utah 84145-0898  
Telephone: (801) 532-1234  
Facsimile: (801) 536-6111

For the purposes of the verbal notices required by Paragraph 6 above, notices shall be delivered to:

Facilities Manager  
Micron Technology, Inc.  
1550 East 3400 North, Bldg. 100  
Lehi, UT 84043  
Telephone: (801) 767-5300  
Telecopier: (801) 767-5370

with a required written copy delivered by facsimile to:

General Counsel  
Micron Technology, Inc.  
Mail Stop 507  
8000 S. Federal Way  
P.O. Box 6  
Boise, Idaho 83707-0006  
Telephone: (208) 368-4500  
Telecopier: (208) 368-4540

To Grantee: Questar Gas Company  
P.O. Box 45360  
Mailstop DNR 217  
Salt Lake City, Utah 84145-0360  
Attention: David A. Ingleby  
Telephone: (801) 324-3151  
Facsimile: (801) 324-3803

Or to such other address as any party may from time to time designate by notice in writing to the other party. Any such notice, request, demand or communication shall be deemed to have been given on the date of receipt. The refusal to accept delivery by any party or the inability to deliver any communication because of a changed address of which no notice has been given in accordance with this Paragraph shall constitute delivery.

28. This Easement Agreement (including the exhibits attached hereto) constitutes the entire agreement of the parties regarding the subject matter hereof and supersedes any prior promises, representations, warranties, agreements or understandings (whether oral, written or implied) between the parties that are not set forth herein or therein.

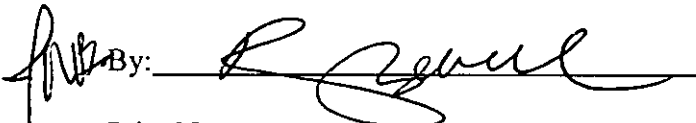
IN WITNESS WHEREOF, Grantor and Grantee have executed this Easement Agreement on the respective dates set forth below.

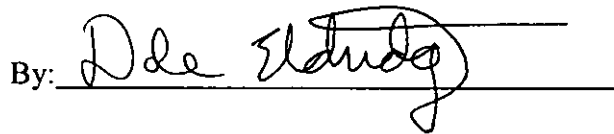
**GRANTEE:**

Questar Gas Company,  
a Utah corporation

**GRANTOR:**

Micron Technology, Inc.,  
a Delaware corporation

By:   
Print Name: R. J. Zobel

By:   
Print Name: Dale Eldridge

Title: Manager, Engineering & Project Management

Title: Director of Facilities

Date: October 27, 2005

Date: October 25, 2005

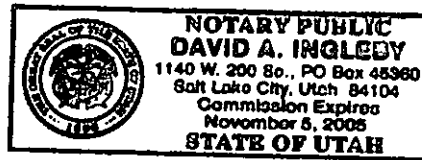


STATE OF Utah )  
:SS.  
COUNTY OF Salt Lake )

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of October, 2005, by R.J. Zobell, Manager, Engineering + Project Management the Manager, Engineer + Project Management of Questar Gas Company, a Utah corporation.

David A. Ingledy  
NOTARY PUBLIC  
Residing at: Salt Lake County, Utah

My Commission Expires:  
November 11, 2005

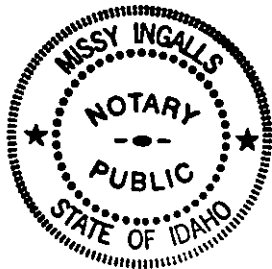


STATE OF IDAHO )  
:SS.  
COUNTY OF ADA )

The foregoing instrument was acknowledged before me this 25th day of October, 2005, by Dale Eldridge, the Director of Facilities of Micron Technology, Inc., a Delaware corporation.

Missy Ingalls  
NOTARY PUBLIC  
Residing at: Boise

My Commission Expires:  
4/16/11



ORIGINAL NOT LEGIBLE



EXHIBIT A

EXHIBIT A

CONSTRUCTION CREW  
EXIT WHERE ARROWS  
AND SIGNOVIN

CONSTRUCTION CREW  
EXIT WHERE ARROWS  
AND SIGNOVIN

CONSTRUCTION CREW  
EXIT WHERE ARROWS  
AND SIGNOVIN

PROP 12' HP B-100 OR NW

HWY #97

FL-103 ACCESS ROUTE  
FOR CONSTRUCTION CREWS  
ALONG HWY#92  
LEHI, UTAH

SCALE: 1/2" = 100'	DATE: 04/19/03
PROJECT NO.: 11-01	PROJECT: 44490
SHEET NO.: 1	
TOTAL SHEETS: 1	
DATE: 04/19/03	

