

WHEN RECORDED MAIL TO:

Questar Gas Company
P.O. Box 45360, Right-of-way
Salt Lake City, UT 84145-0360
FL26highway92; RW01



ENT 59662:2010 PG 1 of 3
RODNEY D. CAMPBELL
UTAH COUNTY RECORDER
2010 Jul 19 4:36 pm FEE 14.00 BY SW
RECORDED FOR QUESTAR

**LICENSE AGREEMENT
(100% REIMBURSEMENT)**

UT 18371

This License Agreement (the "Agreement") is entered into this 30th day of June, 2010, by and between Questar Gas Company ("QGC"), a Utah corporation, and the Utah Department of Transportation, a political subdivision of the State of Utah ("UDOT").

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and received, UDOT grants a license to QGC as follows:

1. QGC shall have the right to access, operate, maintain, repair, alter, enlarge, inspect, relocate, loop, and replace its natural gas transmission lines, including all other appurtenant structures, facilities and equipment, or similar equipment that may be installed by QGC or its licensees and assigns, and to maintain the area free from any and all hazards, including trees and vegetation, structures, and injurious uses within UDOT's right of way as described below, without payment to UDOT of any kind: Except in cases of emergency, QGC or its licensees shall be required to obtain such permits and other approvals, which shall not be unreasonably withheld, without cost, as may be required by federal or state statute, regulation, or rule:

Land of the Grantor located in Section 34, Township 4 South, Range 1 East, Salt Lake Base and Meridian.

The portion of UDOT roadway shall extend through and across the above-described land and premises as follows, to wit:

Beginning at a point located South 00°04'34" East 1,024.75 feet and West 2,042.57 feet from the North Quarter Corner of Section 34, Township 4 South, Range 1 East, Salt Lake Base and Meridian; running thence South 89°42'29" East 15.00 feet; thence South 00°00'27" West 132.21 feet; thence North 89°44'38" East 30.00 feet; thence North 00°00'27" East 132.19 feet; thence South 89°42'29" East 15.00 feet to the point of beginning.

2. UDOT shall prevent the planting of any species of bushes or trees or other vegetation, with roots that grow deeper than two feet, within 20 feet of any pipelines, and shall otherwise keep and maintain the pipeline corridor clear of all brush, debris, personal property and anything else that would hinder the maintenance and operation of QGC's facilities.

3. QGC shall have the right for itself and its licensees, successors and assigns, of reasonable access to and from the state highway to repair its facilities, subject to the provisions of

Utah Admin Code R930-6, Rules for the Accommodation of Utility Facilities and the Control and Protection of State Highway Rights-of-Way and other relevant UDOT rules or permit instructions and requirements. However, prior permission in the event of an emergency, natural gas leak, or other equipment failure shall not be required, but QGC shall provide notice to UDOT as soon as practicable.

4. UDOT agrees to reimburse QGC for 100% of any future relocation or modification to QGC's facilities, as may be required by UDOT due to any maintenance, improvement, or other construction in the pipeline corridor.

5. If UDOT intends to change grade or perform excavation or construction work within 20 feet of the pipeline, it shall provide a copy of its work plans to QGC's General Manager of Engineering for review. QGC shall have 30 days to review the plans and consider any impacts on its facilities. In the event QGC determines that adjustment, modification, or relocation of its facilities is appropriate, it shall inform UDOT of such findings and shall have a minimum of six months to procure materials and engage contractors. In cases of emergency, UDOT shall provide notice to QGC, General Manager of Engineering, as soon as practicable. Unless otherwise approved by QGC, relocation or construction on QGC facilities shall not occur between October 15th and April 15th.

6. This license shall terminate in the event QGC discontinues use of all of its facilities, within the permitted area described in this License, for a period of three years.

7. To the fullest extent permitted by law, the parties (each referred to as the Indemnifying Party) agree to release, indemnify, hold harmless, and defend the other, their parent company(s) and affiliates at any tier, and their respective directors, officers, employees, and agents (collectively Indemnified Parties), and require all contractors to release, indemnify, hold harmless, and defend the Indemnified Parties, from and against any and all liabilities, losses, claims, demands, liens, fines, and actions of any nature whatsoever, including but not limited to attorney fees and defense costs (collectively Liabilities) arising out of, related to, or in connection with any negligent act or omission by the Indemnifying Party arising out of this Agreement.

IN WITNESS WHEREOF, the parties have executed this License Agreement as of the date first written above.

Questar Gas Company

UDOT

By *C. Kim B...*

By *Debi S. Cap...*

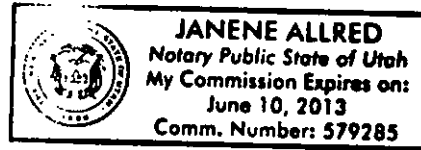
Title *General Manager
Engineering and
Project Management*

Title *Proj. Mgr.*

STATE OF UTAH)
COUNTY OF Utah)ss.

On the 30th day of June, 2010, personally appeared before me Rick Campagna who, being duly sworn, did say that he/she is the Proj Mgr of UDOT and that the foregoing instrument was signed on behalf of said UDOT by authority of the State of Utah, and said agency acknowledged to me that said UDOT duly executed the same.

Janene Allred
Notary Public



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

On the 30 day of June, 2010, personally appeared before me C.K. Blair, 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, and said C.K. Blair acknowledged to me that said corporation duly executed the same.

[Signature]
Notary Public

