

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

1142
7546069 sjcanal.doc
12/31/1999 10:53 AM 20:00
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
QUESTAR REGULATED SERVICES CO
PO BOX 45360
SLC UT 84145-0360
BY: RDJ, DEPUTY - WI 6 P.

RIGHT-OF-WAY AND EASEMENT AGREEMENT
UT 19682

7546069

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, **SOUTH JORDAN CANAL COMPANY** is the fee simple owner of the following described tract of land situated in Salt Lake County, State of Utah, to wit:

Land of the Grantor located in the Southeast Quarter of the Southwest Quarter of Section 9, Township 2 South, Range 1 West, Salt Lake Base and Meridian, as shown on the attached drawing, designated as EXHIBIT "A", and by reference made a part hereof;

WHEREAS, **QUESTAR GAS COMPANY**, A Utah Corporation, is desirous of obtaining a right-of-way and easement over the property described above:

NOW THEREFORE, for value received, **SOUTH JORDAN CANAL COMPANY**, hereinafter referred to as Grantor, does hereby grant to **QUESTAR GAS COMPANY**, hereinafter referred to as Grantee, a non-exclusive right-of-way and easement over the above described real property for the purpose of laying and maintaining a 3/4" IHP steel natural gas pipeline, subject to the following restrictions, covenants and agreements:

1. That prior to the construction of any crossing of that section of the right-of-way described above, drawings, plans and specifications for said crossing will be submitted to and approved by Grantor's Board of Directors.
2. That Grantee, its successors in interest or assigns have the sole and continuing responsibility to maintain said natural gas crossing and protect and hold harmless, Grantor, from any and all liability or loss proximately caused by the negligence of Grantee, provided, however that nothing contained herein shall make Grantee liable for loss profits or other consequential damages.

BK8333PG5016

3. That Grantee, its successors in interest or assigns have the sole and continuing responsibility to protect against any obstruction in the flow of canal waters across or through the above described property. Further, to protect and hold harmless from any loss, damage, cause of action of any person whomsoever occasioned by any such obstruction in the flow of canal waters proximately caused by the negligence of Grantee, provided, however that nothing contained herein shall make Grantee liable for loss profits or other consequential damages.

4. To prevent disturbance in use of the canal, any construction contemplated by Grantee, its successors in interest or assigns must be commenced and completed during the period from October 15th through April 1st, unless written permission is obtained by Grantee, its successors in interest or assigns from the President of the South Jordan Canal Company.

5. Grantor and Grantee each agree that should they default in any of the covenants or agreements contained herein, that the defaulting party shall pay all costs and expenses, including a reasonable attorney's fee which may arise or accrue from enforcing this Agreement, or in pursuing any remedy provided hereunder or by the statutes of the State of Utah whether such remedy is pursued by filing suit or otherwise.

6. It is understood that this Agreement constitutes the entire agreement between the parties and shall not be altered or modified by any prior or subsequent oral agreements, except as mutually agreed in Articles 1 through 5.

7. Addresses of the parties to which any default under this Agreement are to be mailed:

South Jordan Canal Company
c/o Dale Bateman
6785 S Temple Drive #251
West Jordan, UT 84084

Questar Regulated Services Company
Right-of-Way Department
P.O. Box 45360
Salt Lake City, UT 84145-0360

IN WITNESS WHEREOF, This Agreement is entered into this 1st day of November, 1999.

GRANTOR:

ATTEST:

Rafel Bateman
(SEAL) Secretary

By: Dale Bateman
Dale Bateman, President

GRANTEE:

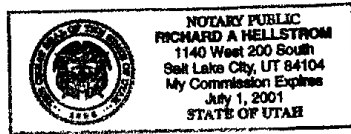
ATTEST:
Connie C. Holbrook
Connie C. Holbrook, Secretary
(SEAL)

By: Gary W. DeBernardi
Gary W. DeBernardi, Vice President

Approved
Property [Signature]
Property [Signature]
Legal [Signature]
V.P. [Signature]

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

On the 1st day of November, 1999, personally appeared before me Gary W. DeBernardi, and Connie C. Holbrook who, being duly sworn, did say that they are the Vice President Technical Support and Corporate Secretary, respectively, 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.

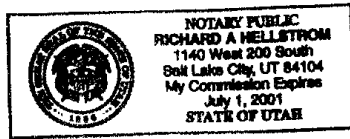


[Signature]
Notary Public

BK8333PG5018

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

On the 1st day of November, 1999, personally appeared before me
Dale Bateman, and Ralph Mackay who, being duly sworn, did say that they
are the President and Secretary, respectively, of South Jordan Canal 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.



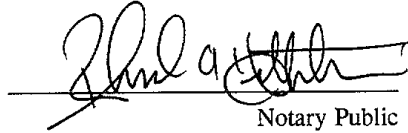
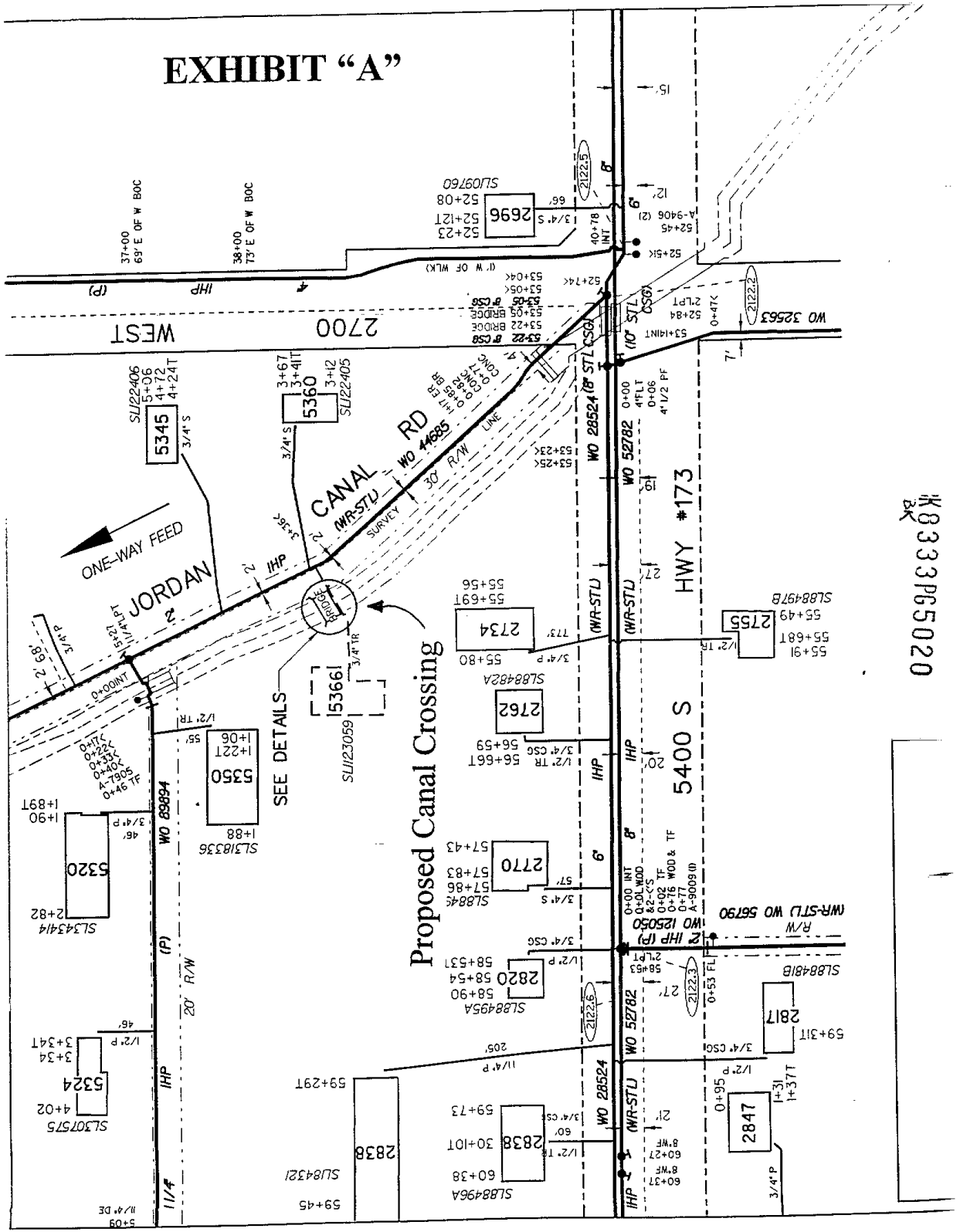
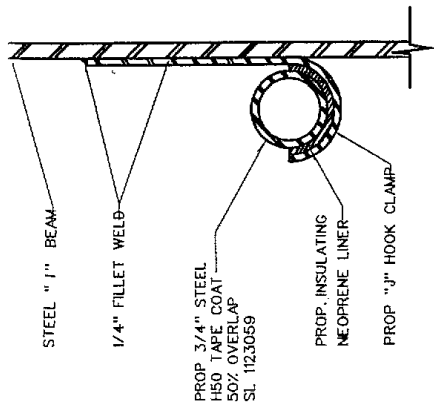

Notary Public

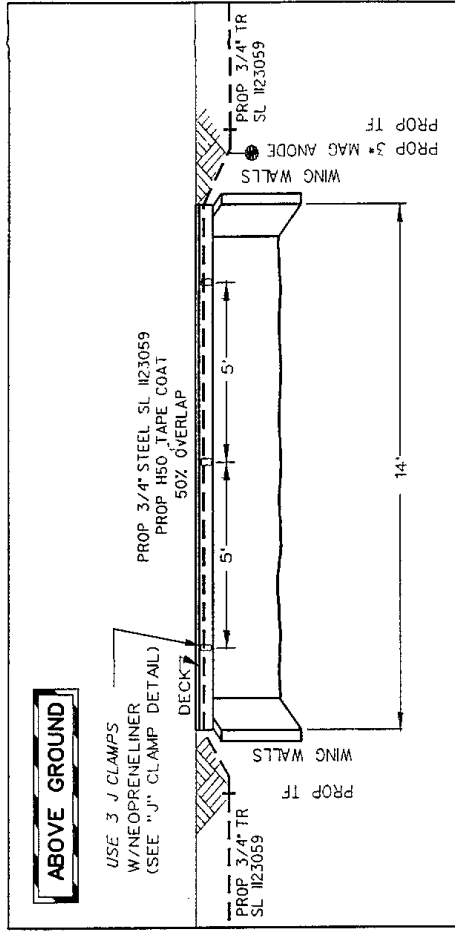
EXHIBIT "A"



K8333P65020



"J" CLAMP DETAIL
NO SCALE



DETAIL
NO SCALE

PROPOSED SERVICE LINE LOCATION

* RUN PROPOSED GAS AS SHOWN UNLESS OTHERWISE SPECIFIED BY QUESTAR GAS INSPECTOR.

NOTES:

1. CALL BLUE STAKES FOR LOCATION OF UNDERGROUND UTILITIES 532-5000 OR 1-800-662-4111
2. LOCATE ALL UTILITIES PRIOR TO CONSTRUCTION.

PROJECT CONTACT: LYNN L. BATEMAN
PH. # (801)968-7272 CELL # (801)560-1342

CHECKED BY _____ DRAWN BY DEBRA J
DATE 9-8-99 REVISED DATE _____
MAP(S) 1872-2166
APPROVED BY CORROSION DEPT. B. DAVIS

**AS CONSTRUCTED
FIELD NOTES**

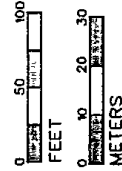
NOTES:

DATE: _____ NO. SERVICE _____
CONTRACTOR: _____
FOREMAN: _____

QUESTAR
Gas



NORTH



Proposed IHP Service Line

CITY CO TAYLORSVILLE CENTER SALT LAKE
SUBDIVISION _____
JOB LOCATION 5366 JORDAN CANAL RD

PERMITS

HIGHWAY _____ FT CITY _____ FT
 COUNTY _____ FT NONE RAC 748

PROP APPROX 15 FT OF 3/4" STEEL SERVICE
PROP APPROX 55 FT OF 3/4" P-TR SERVICE
PROP 15 FT OF H50 TAPE COAT
PROP 1 3LB MAG ANODE
PROP 3 J CLAMPS

SL 1123059

INSPECTOR: _____
FOOTAGE: _____
CUTS: _____

020333315021