



ENT 3199:2012 PG 1 of 8  
JEFFERY SMITH  
UTAH COUNTY RECORDER  
2012 Jan 13 2:14 pm FEE 24.00 BY EO  
RECORDED FOR QUESTAR

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

Questar Gas Company  
P.O. Box 45360, Right-of-way  
Salt Lake City, UT 84145-0360  
FL25/IR LEHI\_revised.lp; RW01

Space above for Recorder's Use Only  
PARCEL I.D.# 12-029-0035

EASEMENT AGREEMENT

This EASEMENT AGREEMENT (the "Agreement") is entered into this 21 day of DECEMBER, 2011 (the "Effective Date"), by and between IR LEHI L.L.C., a Utah limited liability company ("Grantor") and QUESTAR GAS COMPANY, a corporation of the State of Utah ("Grantee").

**RECITALS**

- A. Grantor is the current owner of that certain real property located in the County of Utah, State of Utah, at approximately 2104 North 1450 West, Lehi, Utah (the "Property").
- B. The parties desire that Grantee be granted a right-of-way and easement across and through the Property for Grantee's Facilities (as that term is defined below) on the terms and conditions set forth in this Agreement.

**AGREEMENT**

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. Grant, Purpose and Use of Easements.

- a. Facilities Easement. Grantor hereby grants to Grantee a non-exclusive easement to construct, lay, maintain, operate, repair, alter, inspect, protect, make connections to, remove and replace pipelines, valves, valve boxes and install cathodic monitoring and mitigation facilities and other gas transmission and distribution facilities (hereinafter collectively called "Facilities"), said easement being situated in the County of Utah, State of Utah, and more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference (the "**Easement Area**") on the terms and conditions set forth in this Agreement. In the event that the Grantee undertakes any work within the Easement Area, damage to grading or any other work previously accomplished by the Grantor to the Easement Area shall be repaired by Grantee to the same condition as before the damage was caused. Installation of new Facilities under this Agreement shall be subject to Grantor's written approval, which shall not be unreasonably withheld, delayed, or denied, and shall be installed so as not to unreasonably interfere with the operations of the Grantor. Prior to commencement of any work or construction within the Easement Area, Grantee shall submit plans and drawings to Grantor for Grantor's review and approval, subject to the restrictions above. Such plans shall include a construction timetable, details of a traffic flow and control plan, and post-construction restoration measures.
- b. Access Easement. Subject to all of the terms and provisions hereof, Grantor hereby grants to Grantee a non-exclusive access easement (the "**Access Easement**") for ingress and egress on, in, over and through the Property to the Easement Area from the in-tract road locations and other areas where construction of the Facilities have been completed by all means of vehicular and pedestrian traffic to allow access to the Easement Area by Grantee for the purpose of constructing, repairing, maintaining or replacing the Facilities, which Access Easement shall be limited to the minimum area and frequency necessary to accomplish that purpose.

2. Termination of Easements. The Access Easement and the Easement shall automatically terminate and be of no further force or effect at such time as the Facilities have been abandoned or Grantee ceases to use the Facilities for a period of two years. Upon request of Grantor, Grantee shall execute and deliver such documents as Grantor may require in its reasonable discretion effectuating or confirming the termination of the Access Easement and the Easement.
3. Mechanics Liens. Grantee shall keep the Easement Area free and clear of any mechanics liens and/or materialmen's liens arising out of any of Grantees activities on the Property.
4. Indemnity. Grantee shall indemnify, defend and hold Grantor and the Property harmless from any and all claims, liabilities, cost or expense (collectively "Losses") (including such

as may be attributable to Grantee's actions or passive negligence) arising in any manner out of Grantee's use of and/or entry onto the Property except to the extent such Losses are caused by the negligence, gross negligence, or willful misconduct of Grantor, its employees, contractors, or agents. The obligations of Grantee hereunder shall be satisfied by Grantee's program of self-insurance.

5. Miscellaneous

- a. Captions; Incorporation by Reference. The captions used herein are for convenience only and are not a part of this Agreement and do not in any way limit or amplify the terms and provisions hereof. Each of the Exhibits attached to this Agreement is hereby incorporated into this document as if set forth in full herein.
- b. Interpretation; Governing Law. This Agreement shall be construed as if prepared by all parties hereto. This Agreement shall be governed by and construed under the laws of the State of Utah.
- c. Attorneys' Fees. In the event of any legal action or other proceeding between the parties regarding this Agreement (an "Action"), the prevailing party shall be entitled to the payment by the losing party of its reasonable attorneys, fees, court costs and litigation expenses, as determined by the court.
- d. Post-Judgment Attorneys' Fees. The prevailing party in any Action shall be entitled, in addition to and separately from the amounts recoverable under Section 3(c) above, to the payment by the losing party of the prevailing party's reasonable attorneys' fees, court costs and litigation expenses incurred in connection with (i) any appellate review of the judgment rendered in such Action or of any other ruling in such Action, and (ii) any proceeding to enforce a judgment in such action. It is the intent of the parties that the provisions of this subsection 3(d) be distinct and severable from the other rights of the parties under this Agreement, shall survive the entry of, judgment in any Actions and shall not be merged into such judgment.
- e. Severability. In the event that any phrase, clause, sentence, paragraph, section, article or other portion of this Agreement shall become illegal, null or void, or against public policy, for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void or against public policy, the remaining portions of this Agreement shall not be affected thereby and shall remain in force and effect to the full extent permissible by law.
- f. Gender and Number. In this Agreement (unless the context requires otherwise), the masculine, feminine and neuter genders and the singular and the plural include one another.

- g. Injunctive Relief. In the event of any violation or threatened violation of this Agreement, either party shall have the right to enjoin such violation or threatened violation in a court of competent jurisdiction. Prior to the commencement of any such action, written notice of such violation shall be given to the other party.
- h. Further Actions. The parties shall execute and deliver such further documents and shall take such further actions as may be reasonably necessary to effectuate the terms of this Agreement.
- i. Notices. Unless otherwise provided for herein any notice to be given or other documents to be delivered by either party shall either be delivered in person or deposited in the United States mail with postage prepaid addressed to the party for whom intended as follows:

If to Grantor, to: IR Lehi L.L.C.  
c/o Woodbury Corporation  
2733 E. Parleys Way, Suite 300  
Salt Lake City, Utah 84109  
Attn: Office of General Counsel

If to Grantee, to: Questar Gas Company  
Right of Way Department  
1140 West 200 South  
P.O. Box 45360  
Salt Lake City, Utah 84145-0360

[Signatures on following page]

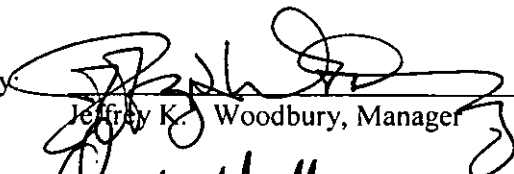


IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first above written.

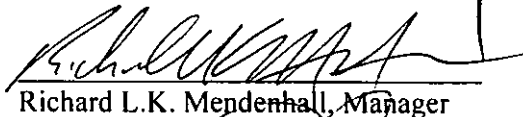
GRANTOR: IR LEHI L.L.C., a Utah limited liability company

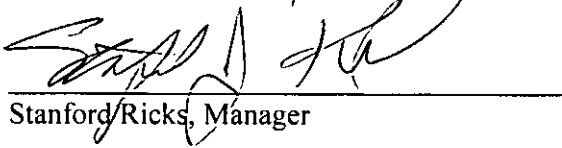
By: WOODFIELD, L.C., a Utah limited liability company, Its Manager

By: SEVEN SYNDICATE, L.C., a Utah limited liability company, Its Manager

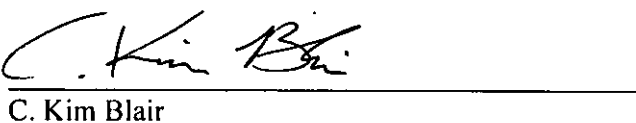
By:   
Jeffrey K. Woodbury, Manager

By:   
O. Randall Woodbury, Manager

By:   
Richard L.K. Mendenhall, Manager

By:   
Stanford/Ricks, Manager

GRANTEE: QUESTAR GAS COMPANY,  
a corporation of the State of Utah

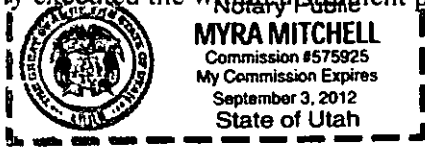
By:   
C. Kim Blair

Its: General Manager, Engineering and Project Management

ACKNOWLEDGMENT OF GRANTOR

STATE OF UTAH )  
 : SS.  
COUNTY OF SALT LAKE )

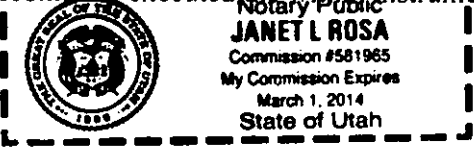
On the 23rd day of December, 2011, before me personally appeared JEFFREY K. WOODBURY and O. RANDALL WOODBURY, to me personally known, who being by me duly sworn did say that they are the Managers of SEVEN SYNDICATE, L.C., known to be the Manager of WOODFIELD, L.C., known to be the Manager of IR LEHI L.L.C., the company that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of said company therein named, and acknowledged to me that such company executed the within instrument pursuant to its Operating Agreement.



Myra Mitchell  
Notary Public

STATE OF UTAH )  
 : SS.  
COUNTY OF SALT LAKE )

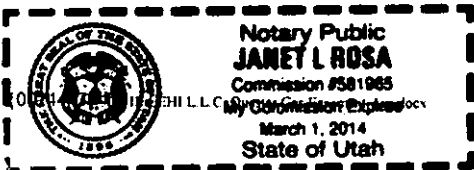
On the 22nd day of December, 2011, before me personally appeared RICHARD L.K. MENDENHALL, to me personally known, who being by me duly sworn did say that he is the Manager of WOODFIELD, L.C., known to be the Manager of IR LEHI L.L.C., the company that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of said company therein named, and acknowledged to me that such company executed the within instrument pursuant to its Operating Agreement.



Janet L Rosa  
Notary Public

STATE OF UTAH )  
 : SS.  
COUNTY OF SALT LAKE )

On the 22nd day of December, 2011, before me personally appeared STANFORD RICKS, to me personally known, who being by me duly sworn did say that he is the Manager of IR LEHI L.L.C., the company that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of said company therein named, and acknowledged to me that such company executed the within instrument pursuant to its Operating Agreement.



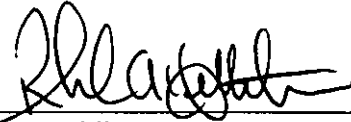
Janet L Rosa  
Notary Public

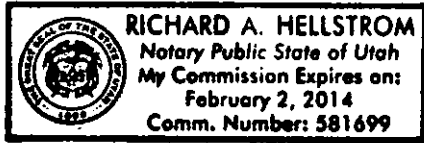
*EW*

ACKNOWLEDGMENT OF GRANTEE

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

On the 8<sup>th</sup> day of December, 2011, before me personally appeared C. KIM BLAIR, to me personally known, who being by me duly sworn did say that he is the General Manager, Engineering and Project Management of Questar Gas Company, the company that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of said company therein named.

  
\_\_\_\_\_  
Notary Public





## EXHIBIT "A"

A parcel of land lying and situate in the Northeast Quarter of Section 6, Township 5 South, Range 1 East, Salt Lake Base and Meridian, Utah County, Utah, being more particularly described as follows:

**COMMENCING** at the East Quarter corner of said Section 6, thence North 00°11'28" West 76.91 feet along the East line of said Northeast Quarter; thence perpendicularly South 89°48'32" West 2191.22 feet to a point on the East Right-of-Way line of 1450 West Street and the **POINT OF BEGINNING**; thence along said East Right-of-Way line the following two courses (1) North 00°25'26" West 13.66 feet (2) Northerly 19.67 feet along the arc of a 160.00 foot radius curve to the left (chord bears North 03°56'46" West 19.66 feet) through a central angle of 07°02'40"; thence North 89°35'02" East 16.21 feet; thence South 00°25'26" East 33.28 feet; thence South 89°34'34" West 15.00 feet to the **POINT OF BEGINNING**.