

Ent 351034 Bk 997 Pg 864-871  
Date: 05-AUG-2009 8:27AM  
Fee: \$25.00 Check Filed By: MG  
ELIZABETH PALMIER, Recorder  
WASATCH COUNTY CORPORATION  
For: GPC PROPERTY & RIGHT OF WAY

**WHEN RECORDED MAIL TO:**

Questar Gas Company  
P.O. Box 45360, Right-of-Way  
Salt Lake City, UT 84145-0360  
[File Name].cc; RW01

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

**WITH A COPY TO:**

Guy P. Kroesche, Esq.  
Stoel Rives LLP  
201 S. Main St., Suite 1100  
Salt Lake City, UT 84111

**RIGHT-OF-WAY AND EASEMENT GRANT**  
**(Heber Valley Medical Center - Natural Gas Line)**

1. **Right of Way.** For and in consideration of the terms and conditions of this Right-of-Way and Easement Grant, IHC HEALTH SERVICES, INC., a non-profit corporation of the State of Utah, Grantor, does hereby convey, warrant and grant to QUESTAR GAS COMPANY, a corporation of the State of Utah, Grantee, a non-exclusive right-of-way and easement (the "Easement"), as particularly described and shown in attached Exhibit "A" (the "Easement Property") across the property owned by Grantor as further described and shown in attached Exhibit "B" (the "Grantor Property"). The Easement is solely for the purposes of allowing Grantee to construct, lay, maintain, operate, repair, inspect, protect, remove and replace a natural gas pipe line, valves, valve boxes and other ancillary, related natural gas transmission and distribution facilities and components (collectively, the "Facilities"), over, across, and through the Easement Property (the "Limited Use").

2. **Underground Facilities.** Except and only to the extent that, due to engineering, regulatory or safety requirements and as otherwise approved, in advance and in writing, by Grantor (which approval shall not be unreasonably withheld, conditioned or delayed by Grantor), certain of the Facilities must be located above ground at various intervals within the Easement Property in order for any of the Facilities to function properly, any and all such gas pipe lines, valves, valve boxes, and ancillary, related transmission and distribution facilities shall be located underground within the Easement Property; provided that, except as otherwise specified herein, any and all such Facilities and any other Easement components shall be buried under at least thirty-six (36) inches of cover.

3. **Ownership of Facilities.** All Facilities that Grantee constructs shall at all times remain solely Grantee's property. Subject to Grantee obtaining any additional required rights of way or easements from Grantor on such terms and conditions as may be reasonably required by Grantor, Grantee may render service to other customers from the Facilities and otherwise utilize the Facilities as Grantee sees fit without compensation to Grantor. In the event that all or any part of the Grantor Property shall be sold, leased, transferred, conveyed to persons or entities unaffiliated with Grantor, then, subject to Grantee obtaining any additional required rights of way or easements from Grantor (which rights of way and easements shall not be unreasonably withheld, conditioned or delayed), Grantee may render service to any such sold, conveyed, transferred, or leased Grantor Property from the Facilities and otherwise utilize the Facilities therefor without compensation to Grantor. Nothing in this provision shall be construed to compel Grantor to grant any such easements or rights of way or preclude Grantee from exercising any condemnation rights to which Grantee may be entitled under applicable law, rule or regulation.

4. **Term.** Grantee, and its successors and assigns, shall have and hold the Easement, so long as such Facilities shall be maintained, together with the right of ingress and egress within the Easement Property as may be reasonably necessary to maintain, operate, repair, inspect, protect, remove and replace the Facilities. During temporary periods and upon advance notice to Grantor, Grantee may use such portion of the Grantor Property along and adjacent to the Easement Property as may be reasonably necessary in connection with construction, maintenance, repair, removal or replacement of the Facilities.

5. Use by Grantor. Grantor reserves the right to make any use of the Easement Property, so long as any such use does not unreasonably interfere with the nonexclusive right and easement which is herein granted to Grantee. Further, Grantor shall be permitted to landscape, hardscape, maintain and repair sidewalk, drainage and other improvements on the Easement Property, as reasonably necessary and appropriate or consistent with similar improvements on or about property near, adjacent or contiguous to the Easement Property owned or occupied by Grantor, so long as such improvements do not unreasonably interfere with the rights granted to Grantee hereunder. Notwithstanding the foregoing, Grantor shall not (a) construct or erect any building or structure, including, but not limited to, storage sheds, fences or any other structure, which requires slab support or footings or which restricts Grantee's access to the Easement Property, (b) plant, or allow to be planted, deep rooted trees or deep rooted shrubs over or across the Easement or (c) except with the advance, written consent of Grantee (which consent shall not be unreasonably withheld, conditioned or delayed by Grantee), change the grade over the top or slope of the Easement Property.

6. Limited Use. The use by Grantee of the Easement granted herein shall be limited to the Limited Use as described herein, and Grantee's rights hereunder shall not be exercised in any manner which, to the extent reasonably practicable (exigent circumstances, to the extent necessary, excepted), unreasonably interferes with (a) the purposes for which the Grantor Property is being, or to be, used or (b) with the rights and easements of any other grantee or Grantor.

7. Damage to Grantor Property. If, in connection with the use, occupation and enjoyment of the Easement hereby granted, any landscape, hardscape, sidewalk or other improvements, which may be permitted hereunder, are damaged or destroyed by Grantee, then, within thirty (30) days after completion of the work necessitating the destruction or damage of such improvements (or such other longer period as may be reasonably necessary therefor, so long as Grantee shall commence any necessary cure within such thirty (30) day period and diligently prosecute the same to completion), exigent circumstances (to the extent necessary and reasonably practicable) excepted, Grantee shall repair or replace such damaged or destroyed improvements to a condition near as practical to that existing before any such damage or destruction. Grantee shall have no obligation, under any circumstances, to repair or replace improvements not permitted under the terms of this Right-of-Way and Easement Grant.

8. Relocation. Grantor reserves the right to cause Grantee to relocate all or part of the Facilities; *provided that* such relocation only occur (a) subject to the advance, written consent of Grantee, which shall not be unreasonably withheld, conditioned or delayed, (b) at Grantor's sole cost and expense and (c) subject to the execution, delivery and recordation (if necessary or appropriate) of all documentation necessary to evidence such relocation. Such evidence may include, but is not limited to, consistent with this Right-of-Way and Easement Grant, any new easement Grantee deems reasonably necessary to evidence any such relocation and any termination of the original easement Grantor deems reasonably necessary therefor, all on terms reasonably acceptable to Grantee and Grantor.

9. Contaminated Soil or Groundwater. If, during construction, operation or maintenance of the Facilities, Grantee encounters any elements, wastes, materials, substances, compounds, pollutants, or contaminants identified or regulated as hazardous or toxic (collectively, "Hazardous Materials") under any federal, state, or local environmental laws, rules, regulations, or orders (collectively, "Environmental Laws") on, in, under, or affecting the Easement Property, Grantee may suspend construction, operation or maintenance of the Facilities until such time as (1) Grantor, at its sole cost and expense (as and to the extent within the Easement Property or the Grantor Property), remediates any such Hazardous Materials and otherwise complies with the requirements of the Environmental Laws applicable to the Hazardous Materials, including, but not limited to, any required remediation, removal, disposal, response, or other corrective action, or (2) a mutually-acceptable alternative location is selected for the Easement.

Except for any Hazardous Materials on or affecting the Grantor Property adjacent to the Easement Property introduced, created, or caused by the negligent acts or omissions of Grantee in the exercise of its rights under this Right-of-Way and Easement Grant, Grantor shall and hereby agrees to indemnify, defend and hold harmless Grantee, together with its parents, subsidiaries and affiliates, and each of their respective officers, directors, shareholders, employees, and agents, from and against any and all claims, damages, actions, fines, penalties, expenses, causes of action, losses, demands, costs, fees (including reasonable attorneys' fees), liabilities, or proceedings of any kind or nature arising from or

related to any injury or death to any person or any loss or damage to any property or the environment and arising out of or related to the existence of any Hazardous Materials on, in, or under, or affecting the Easement Property ("Environmental Claims").

Without limiting the indemnification and other obligations of Grantor as specified in this Right-of-Way and Easement Grant with respect to Environmental Claims, this Right-of-Way and Easement Grant shall not (a) create any assumption, extend to, or be deemed or construed as an admission by Grantor of any liability or obligation with respect to the existence of any Hazardous Materials on, in, under, or affecting any property near, adjacent or contiguous to the Easement Property not introduced, caused, created, exacerbated, or affected by the negligent acts or omissions of Grantor, or (b) be for the benefit of any person or entity other than Grantee, its parents, subsidiaries, affiliates, and assignees and each of their respective officers, directors, shareholders, employees, and agents and, then, only as and to the extent specified hereunder.

10. Indemnification. Grantee shall and hereby agrees to indemnify, defend and hold harmless Grantor, together with its parent, subsidiaries and affiliates, and each of their respective officers, directors, trustees, shareholders, employees, and agents, from and against any and all damages, claims, actions, causes of action, losses, demands, costs, fees (including reasonable attorneys' fees), liabilities, or proceedings arising from or due to the negligent acts or omissions of Grantee or those acting at the direction of Grantee, resulting in the introduction, creation or affecting of any Hazardous Materials on, in, under, or affecting the Grantor Property. Further, if, in connection with the Limited Use, Grantee's negligent acts or omissions, or those of any person or entity acting at the direction of Grantee, result in the introduction or creation of, or affect, any such Hazardous Materials, Grantee shall take or cause to be taken such actions as may be necessary or appropriate to remediate the same as required by any applicable Environmental Laws, including, but not limited to, any remediation, removal, disposal, response, or other corrective action.

11. No Public Dedication. Nothing contained in this Right-of-Way and Easement Grant shall be deemed to be a gift or dedication of all or any portion of the Easement Property or the Grantor Property for the general public or for any other public purpose whatsoever, it being the intention of Grantor that this Right-of-Way and Easement Grant be strictly limited to the purposes expressed herein.

12. Modifications. This Right-of-Way and Easement Grant may not be modified except with the consent of Grantor and Grantee, and, then, only by written instrument duly executed and acknowledged and recorded in the office of the County Recorder of Wasatch County, State of Utah.

13. Termination. Subject to Grantee's obligation under applicable law or other agreement to continue to provide natural gas or delivery service to Grantor, Grantee may elect to terminate its use of the Easement Property at any time. In connection with any such termination, Grantee shall execute and deliver to Grantor, suitable for recording, a termination of this Right-of-Way and Easement Grant. Further, upon termination of this Right-of-Way and Easement Grant, in whole or in part, unless and to the extent otherwise requested in writing by Grantor, Grantee shall restore the Grantor Property, the Grantor Properties and the Easement Property to a condition as near as practical to that existing immediately before the exercise by Grantee of its rights hereunder. Any such restoration shall be completed within thirty (30) days (or such other longer period as may be reasonably necessary therefor, so long as Grantee shall commence any necessary restoration within such thirty (30) day period and diligently prosecute the same to completion), subject to reasonable delays due to weather conditions, following any termination of this Right-of-Way and Easement Grant.

14. Waiver. The failure of a person to insist upon strict performance of any of the terms, covenants, conditions or agreements contained herein shall not be deemed a waiver of any rights or remedies that said person may have, and shall not be deemed a waiver of any subsequent breach or default in any of the terms, covenants, conditions or agreements contained herein by the same or any other person.

15. No Partnership. The provisions of this Right-of-Way and Easement Grant are not intended to create, nor shall they be in any way interpreted or construed to create, a joint venture, partnership or any similar relationship between the parties. Nothing in this Right-of-Way and Easement

Grant is intended to create an enforceable right, claim or cause of action by any third party against any party to this Right-of-Way and Easement Grant.

16. Entire Agreement. This Right-of-Way and Easement Grant contains the entire agreement between the parties with respect to the Easement Property and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Right-of-Way and Easement Grant shall be construed as a whole and not strictly for or against any party. This Right-of-Way and Easement Grant shall be governed by and construed in accordance with the laws of the State of Utah.

17. Recording. This Right-of-Way and Easement Grant shall be recorded in the official records of the Wasatch County, Utah, Recorder. All of the provisions in this Right-of-Way and Easement Grant, including the benefits and burdens, shall be and are binding upon and inure to the benefit of the successors and assigns of the parties hereto.

18. Governing Law. In the exercise of their respective rights and obligations under this Right-of-Way and Easement Grant, each of Grantor and Grantee shall comply with any and all applicable federal, state and local laws, rules, regulations, and orders.

IN WITNESS WHEREOF, the parties have caused this Right-of-Way and Easement Grant to be executed by their duly authorized representatives, effective as of the \_\_\_\_ day of January, 2009.

IHC HEALTH SERVICES, INC., a Utah nonprofit corporation

By [Signature]  
Name D. R. Gardner  
Its [Signature]

QUESTAR GAS COMPANY, a Utah corporation

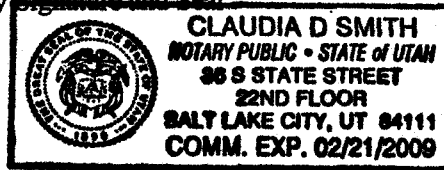
By [Signature]  
Name C. Kim Blair  
Its General Manager, Engineering and Project Management

Approved: [Signature]  
Property [Signature]  
Property [Signature]  
Engineer AT&T  
Legal [Signature]  
V.P. \_\_\_\_\_

STATE OF UTAH )  
 )  
COUNTY OF Salt Lake )  
 )  
 :ss

On the 6<sup>th</sup> day of January, 2009, this Right-of-Way and Easement Grant was acknowledged before me by D.R. Gardner, a Vice President of IHC HEALTH SERVICES, INC., a Utah nonprofit corporation.

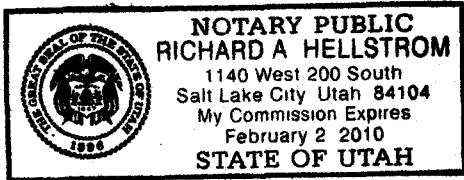
Claudia D. Smith  
Notary Signature and Seal



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

On the 23<sup>rd</sup> day of July, 2009, this Right-of-Way and Easement Grant was acknowledged before me by C.K. BLAIR, the MANAGER ENG. of QUESTAR GAS COMPANY, a Utah corporation.

[Signature]  
Notary Signature and Seal



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Exhibit "A"

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(Description of Easement Property)

Real property located in Wasatch County, State of Utah, described and outlined as follows:

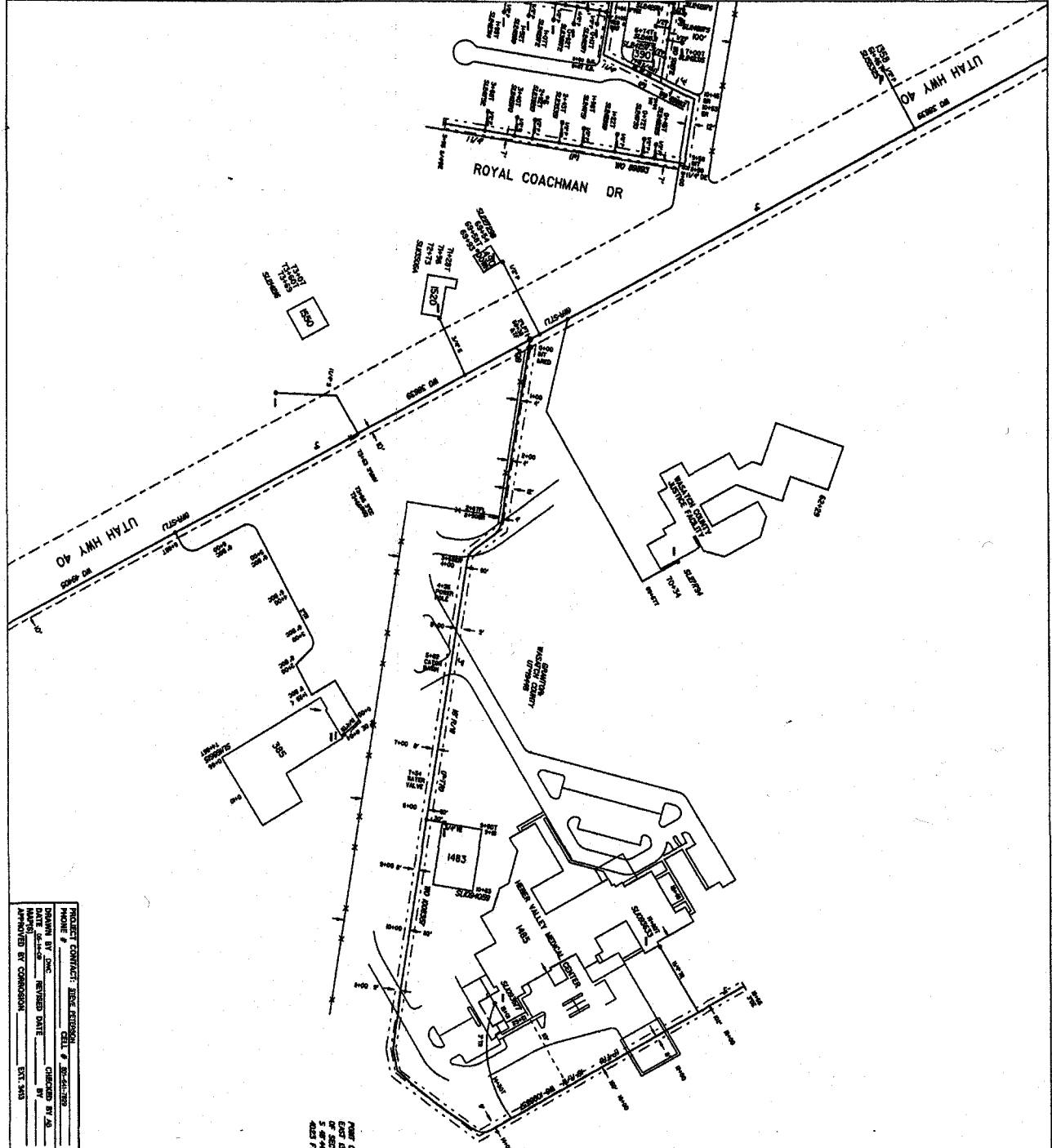
A portion of the Northwest quarter of Section 8, Township 4 South, Range 5 East, Salt Lake Base and Meridian, Wasatch County, Utah, being more particularly described as follows:

A 16 foot wide easement, 8 feet to each side of and parallel to the following described centerline:

Beginning at a point East of 1,379.44 feet and South 1,188.00 feet from the Northwest Corner of Section 8, Township 4 South, Range 5 East, SLB&M; thence North 89°58'42" East 281.59 feet; thence South 48°44'02" East 73.64 feet; thence North 89°55'43" East 813.05 feet; thence North 68°36'52" East 40.23 feet; thence North 26°38'43" East 170.29 feet; thence North 39°24'03" West 490.00 feet.

SUBJECT TO all restrictions, reservations and other conditions of record as may be disclosed by a record examination of title and/or a physical inspection of the Easement Property.

(See Diagram on Following Page)



PROJECT CONTACT: **SIEMERSON**  
PHONE # \_\_\_\_\_  
FAX # \_\_\_\_\_  
ADDRESS # \_\_\_\_\_  
CITY # \_\_\_\_\_  
STATE # \_\_\_\_\_  
ZIP # \_\_\_\_\_  
OFFICE # \_\_\_\_\_  
HOME # \_\_\_\_\_  
CELL # \_\_\_\_\_  
REVISION DATE \_\_\_\_\_  
CHECKED BY \_\_\_\_\_  
DESIGNED BY \_\_\_\_\_  
DRAWN BY \_\_\_\_\_  
APPROVED BY \_\_\_\_\_  
EXT. 345

**M**

11100

PLANET # **20082** **MJ 1009357**

**CIVICO JENSEN** CENTER GENERAL  
11100 WASH STATE HWY 40  
DRAINAGE:  NORTH  SOUTH  EAST  WEST  
 DRAINAGE  OTHER

**MAIN LOCATION**  
MAIN LOCATED AS INDICATED ON DRAWING UNLESS OTHERWISE SPECIFIED BY USDTM OR FIELD OBSERVATION  
GAS RIGHT OF WAY

**NOTES:**  
1. CALL BLUE STRIPS FOR LOCATION OF UNDERGROUND UTILITIES BASED ON 1-800-868-4411  
2. DEVELOPER TO RETAIN RECORDS AS SHOWN ABOVE

POINT OF BEGINNING  
EAST 6250 FEET AND SOUTH 8000 FEET FROM THE NORTHWEST CORNER OF SECTION 8 T4N, 22E, S14M, T88N & R5E S14E, T88N & R5E & 396' W/1/4 SEC 8 T4N, 22E, S14M, T88N & R5E S14E, T88N & R5E & 465' E/1/4 SEC 8 T4N, 22E, S14M, T88N & R5E S14E, T88N & R5E

**DRAWING SET PLAN**

NO.	DATE	DESCRIPTION

DOC TO BOC  
DATE & TIME  
BY: \_\_\_\_\_

UNIVERSITY MICROFILMS  
SERIALS ACQUISITION  
300 N ZEEB RD  
ANN ARBOR MI 48106-1500  
TEL: 734 976 4000

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Exhibit "B"

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(Description of Grantor Property)

Real property located in Wasatch County, State of Utah, described and outlined as follows:

Beginning at a point which is South 01°12'51" East 467.41 feet and South 00°01'12" East 33.09 feet from the North quarter corner of Section 8, Township 4 South, Range 5 East, Salt Lake Base and Meridian;

thence South 00°01'12" East 844.76 feet,  
thence South 89°52'45" West 1,015.95 feet,  
thence North 00°06'38" West 150.07 feet,  
thence North 89°47'17" East 192.70 feet,  
thence North 51°05'17" East 156.42 feet,  
thence North 627.49 feet,  
thence South 89°44'08" East 523.33 feet,  
thence South 81°19'05" East 180.27 feet to the Point of Beginning.

SUBJECT TO all restrictions, reservations and other conditions of record as may be disclosed by a record examination of title and/or a physical inspection of the Grantor Property.

(See Diagram on Following Page)