

## PIPELINE RELOCATION AGREEMENT

This Pipeline Relocation Agreement (Agreement) is entered into this 5<sup>TH</sup> day of AUGUST, 2010, between QUESTAR GAS COMPANY, a Utah corporation (Questar Gas) and THE MARVIN AND CHERYL JENSEN TRUST (the Jensens). Questar Gas and the Jensens may be referred to collectively as the Parties and singularly as a Party.

### RECITALS

- A. The Jensens own real property at 3192 South Midland Drive, in Ogden, Weber County, Utah.
- B. Questar Gas owns and operates a 14" high pressure (HP) natural gas pipeline (Pipeline), which encumbers the property. The Pipeline is located within a right-of-way recorded in the records of Weber County, State of Utah.
- C. Questar intends to replace the existing Pipeline and has agreed to locate the new pipeline to the east of the existing pipeline on the Jensens property.
- D. The parties have agreed to enter into this Agreement.

### OPERATIVE PROVISIONS

- 1. Scope of Work. Questar Gas will retire approximately 140.0 feet of the Pipeline (Retired Section) and install approximately 145.0 feet of 20" HP pipeline (Relocated Section). Questar Gas shall perform and furnish the following: (i) abandonment in place and capping of the Retired Section of pipeline; (ii) design engineering, trenching, procurement of materials; (iii) installation of the Relocated Section, backfill and compaction; and (iv) clean-up for the Relocated Section (collectively the Relocation Work). Questar Gas shall obtain any and all necessary governmental permits and/or approvals required to perform the Relocation Work at its sole cost.
- 2. Right of Way and Easement. The form of the Right-of-Way and Easement Grant (New Right-of-Way) contemplated in this Agreement is attached to this Agreement as Exhibit

“A”. The Jensens shall provide Questar Gas with a New Right-of-Way, a minimum of 30.0 feet in width, for the Relocated Work, as depicted in Exhibit “B,”

Questar Gas shall perform the survey work, provide legal descriptions of the New Right-of-Way and stake and clear the New Right-of-Way. Questar Gas shall abandon in place the Retired Section pursuant to Federal Department of Transportation specifications and quit claim the section of the existing right-of-way, located within the Project, to the Jensens, in the form of the Quit Claim Deed attached as Exhibit “C”.

3. **Condition of Pipeline.** The Jensens are aware that the Retired Section may be covered with non-friable asbestos containing materials (“ACM”). The Jensens therefore acknowledges that should it elect to remove any of the Retired Section, excavate in the area of the Retired Section, or otherwise perform work on or near the Retired Section, certain precautions are necessary. Accordingly, the Jensens will comply with all applicable federal, state and local laws, statutes, ordinances, regulations, and common law, including, as applicable, the provisions of 29 C.F.R. § 1926.1101 (collectively ACM Laws). The Jensens agree that if they work on or in the area of the Retired Section, they will do so in a manner that will prevent the asbestos from becoming friable and will dispose of any ACM in a manner that conforms with all applicable ACM Laws.

4. **Consideration.** Questar Gas shall pay the cost of the Relocation Work. The Jensens shall grant Questar Gas the New Right-of-Way. Questar will pay to the Jensens \$2,700.00, as compensation for the New Right-of-Way.

5. **Condition Precedent.** Receipt by Questar Gas of the New Right-of-Way is a condition precedent to the commencement of the Relocation Work.

6. **Schedule and Notices.** Questar Gas will notify The Jensens at least 48 hours in advance of beginning the Relocation Work. Questar Gas may adjust its schedules without notice as required to handle emergencies on its system, after which it will informally notify The

Jensens as to when the Relocation Work will be resumed. Notices to the Parties should be addressed as follows:

Questar Gas Company  
Attention: Mike Gill, Mailstop DNR222  
P.O. Box 45360  
Salt Lake City, UT 84145-0360

Paul Jensen  
3192 South Midland Drive  
Ogden, UT 84401

7. Indemnity. To the fullest extent permitted by law, The Jensens shall release, indemnify, hold harmless, and defend Questar Gas and its successors, assigns, corporate parents, affiliates, and subsidiaries, and their respective officers, directors, shareholders, representatives, contractors, agents, and employees (Indemnified Parties) from and against any and all claims, liabilities, losses, damages, costs, expenses, actions, and causes of action, including attorney fees, litigation expenses, court costs and costs of investigation, for damage or injury to any persons or property arising out of, related to, or caused by the removal or attempted removal of remaining pipe or excavation work as described under paragraph 3 of this Agreement.

8. Interference with Pipeline. The Jensens shall ensure that no structures, buildings or improvements are placed so as to interfere with Questar Gas' facilities, and no structures shall be placed in Questar Gas' right-of-way.

9. Miscellaneous.

a. In the event of any dispute relating to this Agreement, whether or not the dispute results in litigation, the prevailing Party shall be entitled to recover all costs, including reasonable attorney fees.

b. This Agreement shall be binding upon and shall inure to the benefit of the Parties, and their respective successors and assigns.

c. The provisions of this Agreement are severable, and should any provision be deemed void, unenforceable or invalid, such provision shall not affect the remainder of this Agreement.

d. This Agreement shall be governed by the laws of Utah.

e. Neither Party shall be liable for any failure to perform this Agreement when the failure is due to any cause which is not reasonably within the control of the Party affected. Prompt, detailed notice of any force majeure shall be given by the Party claiming inability to perform. In the event of force majeure, the Parties shall immediately take all reasonable action necessary to abate the cause.

f. The indemnity obligations in paragraph 7 of this Agreement shall survive the termination of this Agreement for the applicable statute of limitations.

g. This Agreement is the entire agreement of the Parties with respect to the Relocation Work, and may be amended only in writing signed by both Parties.

h. Each person signing this Agreement warrants that the person has full legal capacity and authority to execute this Agreement on behalf of the respective Party and to bind such Party.

INTENDING TO BE LEGALLY BOUND, Questar Gas and the Jensens have executed this Agreement as of the above date.

QUESTAR GAS COMPANY

By: C. Kim Blair  
~~Ronald W. Jibson, President and CEO~~  
C-KIM BLAIR, Manager Engineering  
and Project Management

The Marvin and Cheryl Jensen Trust

By: \_\_\_\_\_ Trustee  
By: [Signature] Trustee

# EXHIBIT "A"

WHEN RECORDED MAIL TO:

Questar Gas Company  
P.O. Box 45360, Right-of-way  
Salt Lake City, UT 84145-0360  
F119.jensentrust.ic; RW01

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

## RIGHT-OF-WAY AND EASEMENT GRANT

UT \_\_\_\_\_

THE MARVIN AND CHERYL JENSEN TRUST

Grantors, does hereby convey and warrant to QUESTAR GAS COMPANY, a corporation of the State of Utah, Grantee, its successors and assigns, for the sum of ONE DOLLAR (\$1.00) in hand paid and other good and valuable consideration, receipt of which is hereby acknowledged, a right-of-way and easement 30.00 feet in width to lay, maintain, operate, repair, inspect, protect, remove and replace pipelines, valves, valve boxes and other gas transmission and distribution facilities (hereinafter collectively called "facilities") through and across the following-described land and premises situated in the County of Weber, State of Utah, to-wit:

Land of the Grantor located in the Southwest Quarter of Section 36, Township 6 North, Range 2 West, Salt Lake Base and Meridian;

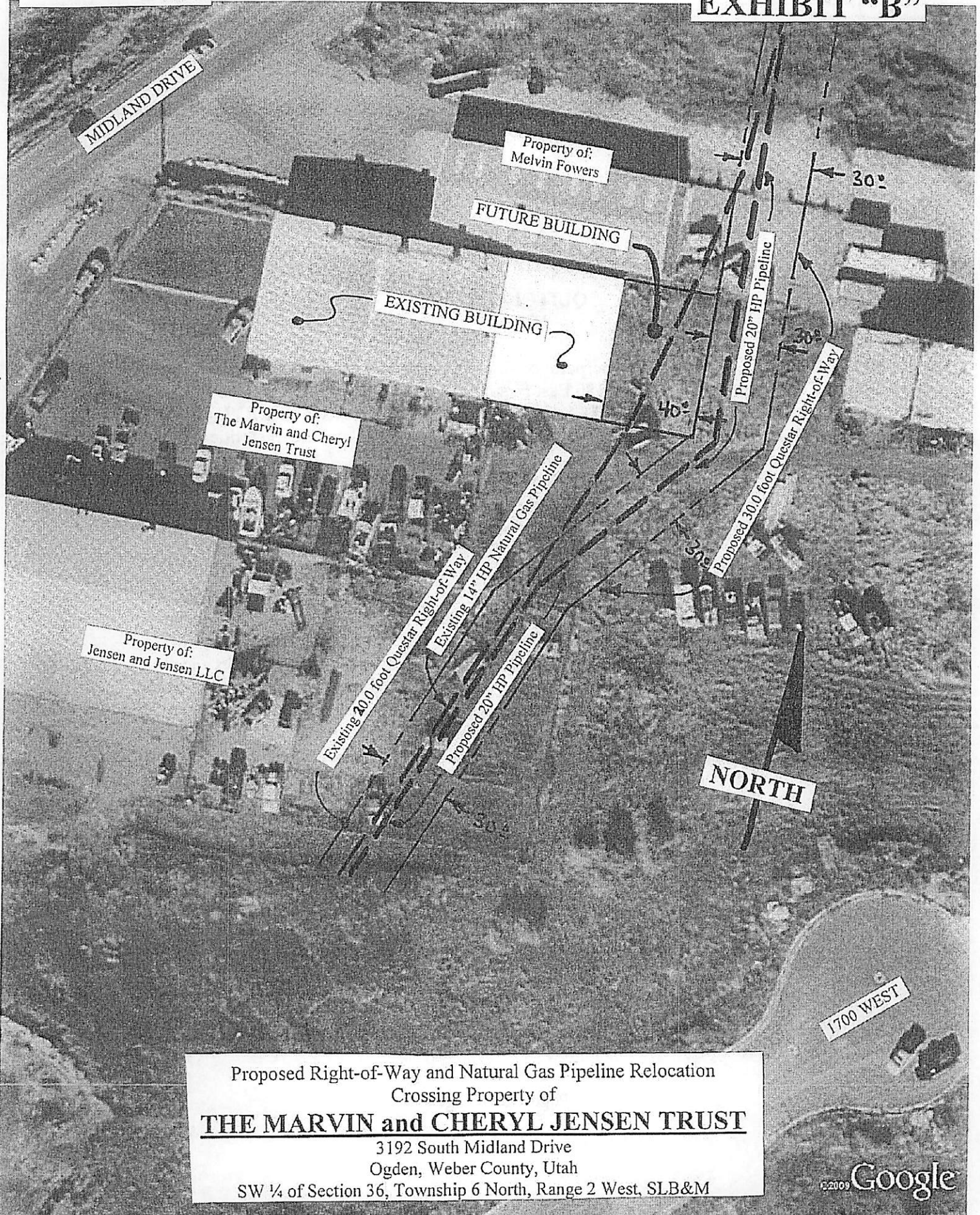
the centerline of said right-of-way and easement shall extend through and across the above-described land and premises as follows, to-wit:

[LEGAL DESCRIPTION TO BE INSERTED HERE]

TO HAVE AND TO HOLD the same unto said Questar Gas Company, its successors and assigns, so long as such facilities shall be maintained, with the right of ingress and egress to and from said right-of-way to maintain, operate, repair, inspect, protect, remove and replace the same. During temporary periods, Grantee may use such portion of the property along and adjacent to said right-of-way as may be reasonably necessary in connection with construction, maintenance, repair, removal or replacement of the facilities. Grantor(s) shall have the right to use said premises except for the purposes for which this right-of-way and easement is granted to Grantee, provided such use does not interfere with the facilities or any other rights granted to Grantee hereunder.

Grantor(s) shall not build or construct, nor permit to be built or constructed, any building or other improvement over or across said right-of-way, nor change the contour thereof, without





Proposed Right-of-Way and Natural Gas Pipeline Relocation  
Crossing Property of  
**THE MARVIN and CHERYL JENSEN TRUST**  
3192 South Midland Drive  
Ogden, Weber County, Utah  
SW ¼ of Section 36, Township 6 North, Range 2 West, SLB&M

1700 WEST

WHEN RECORDED MAIL TO:

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

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

**QUITCLAIM DEED**  
UT \_\_\_\_\_

**QUESTAR GAS COMPANY**, a corporation organized and existing under the laws of the State of Utah, with its principal office at 180 East First South, Salt Lake City, County of Salt Lake, State of Utah, Grantor, hereby **QUITCLAIMS** to **THE MARVIN AND CHERYL JENSEN TRUST**, Grantee, upon Grantee's acceptance, as acknowledged below, the right, title and interest acquired through a certain Right-of-way and Easement Grant dated \_\_\_\_\_ and recorded \_\_\_\_\_ as Entry No. \_\_\_\_\_, in Book \_\_\_\_\_, at Page \_\_\_\_\_, Weber County Recorder's Office for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the following-described tract of land in Weber County, State of Utah, to-wit:

[INSERT LEGAL DESCRIPTION HERE]

Grantee acknowledges that it is familiar with all applicable state and federal environmental statutes, regulations and common law. Grantee agrees to indemnify, protect, defend (with counsel satisfactory to Questar) and hold Questar and its successors, assigns, parents and affiliates, and the directors, shareholders, employees, agents, and contractors of Questar and of Questar's successors, assigns, parents and affiliates harmless from any claims (including without limitation third party claims for personal injury), actions, administrative proceedings, judgments, damages, punitive damages, penalties, fines, costs, liabilities (including sums paid in settlement of claims), interest or losses, including reasonable attorneys' fees and expenses (collectively referred to as Claims) that arise directly or indirectly from the presence, suspected presence, release or threatened release of hazardous substances, as defined in 40 C.F.R. § 302.4, including but not limited to, asbestos containing material from the pipe or the easement area. This indemnity expressly includes any Claims that may be brought under any applicable environmental laws including, but not limited to the Clean Air Act, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), and the Occupational Safety and Health Act (OSHA). Grantee hereby expressly waives any immunity to which Grantee may otherwise be entitled under any industrial, worker's compensation or other laws with respect to this indemnification.

WITNESS the hand of said Grantor this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.



QUESTAR GAS COMPANY

By: \_\_\_\_\_  
Attorney-In-Fact

Accepted and agreed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

GRANTEE:

The Marvin and Cheryl Jensen Trust

By- \_\_\_\_\_  
Trustee

By- \_\_\_\_\_  
Trustee

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

On the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, personally appeared before me \_\_\_\_\_, who, being duly sworn, did say that he is Attorney-In-Fact for 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, an official certification of which is recorded as Entry #2089012, Page2, in the Office of the Weber County Recorder.

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

STATE OF UTAH )  
 ) ss.  
COUNTY OF WEBER )

On the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, personally appeared before me \_\_\_\_\_, the signer(s) of the foregoing instrument, who duly acknowledged to me that he/she/they executed the same.

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



Jensen Auto Service

Account: 3142600000

Page 1 of 1

Thank you for your patronage. Your prompt payment assists us in providing our customers with high-quality natural gas service.

**Account Summary** as of: December 2, 2010

Previous Balance Due - 11/24/2010	255.68
Payment Received - 11/29/2010	-255.68
<b>Current Charges - Gas Service</b>	<b>631.95</b>
<b>Total Amount Due Upon Receipt</b>	<b>\$ 631.95</b>

1% monthly interest (12% annually) charged on balance on or after 12/27/2010.

**Service Address: 3192 Midland Dr, West Haven, UT 84401**

0.000000 0.000000 0.000000 0.000000

**Commercial Gas Service**

Service Agreement: 3142600513

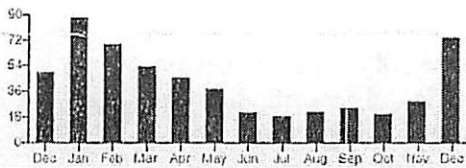
Comparison	Last Year	This Year
Decatherms/Day	1.64	2.46
Dollars/Day	\$14.16	\$21.07

**Service from 11/3/2010 - 12/2/2010**

**Rate - GS**

Charge for Gas Used (Avg cost per DTH \$ (7.72578))	569.39
Basic Service Fee Total	21.00
Utah Sales Tax (6.85%)	40.44
Energy Assistance	1.12
<b>Current Gas Billing</b>	<b>631.95</b>

DTH Usage History



Meter ID	Current Meter Read		Previous Meter Read		Days	Dial Difference	Volume Multiplier	Billed DTH
	Date	Reading	Date	Reading				
22003262	12/2/2010	247	11/2/2010	9563	30	684 CCF	0.107780	73.7

**QUESTAR** \$631.95 Ckt# 7584 12-23-10

For Customer Service, please call . . .

Visit our Web site: [www.questargas.com](http://www.questargas.com)

UTAH		WYOMING	
Cedar City .....	435-586-3741	Diamondville .....	307-877-3155
Ephraim .....	435-283-4074	Evanston .....	307-789-2711
Fillmore .....	435-743-7314	Rock Springs .....	307-362-5691
Heber .....	435-654-3600		
Logan .....	435-752-7751		
Moab .....	435-259-7137		
Ogden .....	801-821-3262		
Price .....	435-637-0590		
Richfield .....	435-896-8206		
Roosevelt .....	435-722-2521		
Salt Lake City .....	801-324-5111		
Springville .....	801-853-7400		
St. George .....	435-673-7514		
Vernal .....	435-789-2011		

For areas not listed above call 1-800-323-5517.

Si necesita ayuda en Español, llame Questar Gas: 1-800-323-5517.

To send an email, go to [www.questargas.com](http://www.questargas.com); or write to:

**Questar Gas**  
**P.O. Box 45360**  
**Salt Lake City, UT 84145-0360**

### Understanding Your Gas Bill

To help you better understand your gas bill, the following definitions are presented. Your bill may not include all of the items listed below.

**Adjustments** - These are refunds or additional charges related to your account.

**Basic Service Fee** - A charge to cover the cost associated with meter reading and billing, return on investment, property tax and depreciation for meters, regulators, and service lines.

**Budget Plan Amount** - An estimate based on a customer's annual gas usage, divided into 12 monthly payments.

**Budget Plan Balance** - A "credit" balance occurs when the cumulative billings, based on actual gas usage, are lower than the total budget amounts paid. A "debit" balance occurs when the cumulative billings, based on actual gas usage, are higher than the total budget amounts paid. Upon cancellation of service, the full debit balance will be due.

**CCF** - A unit of measurement equal to 100 cubic feet.

**Charitable Contributions** - A voluntary donation that helps disabled and elderly customers with low income pay a portion of their gas bill. These funds are distributed through Utah's REACH program and Energy Share of Wyoming - 100 percent of all donations help those in need. (To sign up, contact Questar Gas.)

**Decatherm(Dth)** - A standard measurement for heat, which is equal to 1 million Btu (British Thermal Units).

**DPA (Deferred Payment Agreement)** - A payment arrangement where a past-due balance can be divided into smaller amounts and paid over a specified period of time.

**Energy-Assistance Fund** - A fee Questar Gas is required to collect from all Utah customers to help assist people with low income pay a portion of their gas bill. Utah HEAT offices administer these funds.

**MCF** - A unit of measurement equal to 1,000 cubic feet.

**Rate Code** - This indicates the rate schedule used for billing. The current rate schedules are available at [www.questargas.com](http://www.questargas.com)

**Volume Multiplier** - This is a factor used to convert gas volume into decatherms. Included in the factor are a number of values including Btu, regulator pressure, elevation, etc.

**EXHIBIT "B"**

MIDLAND DR

Property of:  
Melvin Fowers

FUTURE BUILDING

EXISTING BUILDING

25°

Property of:  
The Marvin and Cheryl Jensen Trust

30°

Proposed 20" HP Pipeline

Proposed 30.0 foot Questar Right-of-Way

Property of:  
Jensen and Jensen LLC

NORTH

Existing 14" HP Natural Gas Pipeline



1700 WEST

Proposed Right-of-Way and Natural Gas Pipeline Relocation  
Crossing Property of  
**THE MARVIN and CHERYL JENSEN TRUST**  
3192 South Midland Drive  
Ogden, Weber County, Utah  
SW ¼ of Section 36, Township 6 North, Range 2 West, SLB&M