

**MASTER STRAY CURRENT MONITORING AGREEMENT**

This Master Stray Current Monitoring Agreement ("Agreement") is hereby entered into this 27th day of April 2011 by and between UTAH TRANSIT AUTHORITY, a public transit district organized under the laws of the State of Utah ("UTA"), and QUESTAR GAS COMPANY, a Utah Corporation (the "Company"). UTA and the Company are hereafter collectively referred to as the "parties" and either may be referred to individually as a "party," all as governed by the context in which such words are used.

RECITALS

A. UTA owns and operates an electrified light rail transit system in Salt Lake County, Utah (the "System"), consisting of several distinct railway segments that have been (and will continue to be) added to the System over time as separate projects, as described more fully below.

B. The Company owns and operates utility facilities in Salt Lake County, which currently operate in close proximity to the System. The facilities, together with any related improvements, are hereafter collectively referred to as the "Facilities".

C. The System is powered by direct current supplied from Traction Power Substations located along the various System railway segments. The System is designed for electricity to travel in a circuit from each Substation, along overhead catenary wires, through electric motors in the trains, and thence along the rails themselves back to the Substations. Electricity that escapes from such circuit into the ground ("Stray Current") can be picked up and conducted by and along the Facilities, and has the potential to damage the Facilities through corrosion. Moreover, such leakage of electrical current from the circuit reduces the efficiency of the light rail System. Accordingly, the Parties share an interest in identifying, monitoring, eliminating, and where necessary mitigating Stray Current from the System, and agree to cooperate to monitor and manage Stray Current from the System as described herein.

TERMS

1. Recitals Incorporated. The above recitals are part of this Agreement and are incorporated herein by reference.

2. Definition of the System. UTA's System has been developed in phases over several years, and as of the date of this Agreement, consists of the following segments or lines:

- A. The Sandy to Downtown line (also known as the "North-South" line), which extends from approximately 10000 South and 115 East in Sandy to approximately 350 West South Temple in Salt Lake City.
- B. The University line, which extends from approximately 400 South and Main Street in Salt Lake City to approximately 500 South and 1394 East in Salt Lake City.

- C. The Medical Center line, which extends from approximately 500 South and 1394 East in Salt Lake City to approximately Medical Drive and 10 South in Salt Lake City.
- D. The Intermodal Hub extension, which extends from approximately 350 West South Temple in Salt Lake City to approximately 300 South and 600 West in Salt Lake City.

Such segments or lines are hereafter referred to collectively as the "System," and are depicted on Exhibit A hereto. It is anticipated that UTA will continue to expand the System with new projects that will add additional segments to the System. Such new segments shall be considered part of the System upon the execution of an addendum to this Agreement as provided for in paragraph 4, below.

3. Preliminary Stray Current Testing. The Company is currently engaged in a program to conduct stray current testing along the existing System. UTA is coordinating with the Company in that effort, and is contributing to the costs thereof, pursuant to a separate agreement executed simultaneously herewith (the "Preliminary Testing Agreement"). The Preliminary Testing Agreement provides a mechanism for the parties to: (a) identify the number and placement of test locations, including existing service risers and permanent test stations (collectively "Test Locations") to be installed along the existing System, and (b) establish baseline Stray Current levels ("Baseline Stray Current") at each such Test Location based on the results of the testing at Phase 1 and Phase 2 Locations, as described in the Preliminary testing Agreement. Upon the completion of the preliminary testing program, the parties shall execute an addendum to this Agreement, which addendum shall add an Exhibit B to this Agreement that shall define both the number and placement of Test Locations (including permanent test stations installed pursuant to the Preliminary Testing Agreement), as well as the Baseline Stray Current for each such Test Location. As set forth in section 4 of the Preliminary Testing Agreement, this Agreement shall govern Stray Current Elimination or Stray Current Mitigation (both defined below) based on the results of the testing performed under the Preliminary Testing Agreement.

4. Expanding the System. From time to time UTA may desire to undertake projects to add new segments or lines to its existing System (each, a "Project"). When UTA initiates a new Project:

A. The parties shall meet and confer regarding the proposed design of the Project, and its potential impact to Facilities. The parties shall execute a written agreement (a "Project Agreement") that sets forth the number and location of Stray Current Test Locations to be used and installed in connection with the Project. Such agreement may also address other issues, such as physical relocations of Facilities, coordination during the Project, etc.

B. The Company will install the Stray Current test stations identified in the Project Agreement. The test stations shall ordinarily consist of electrical wires and other testing components connected to the Facilities and extending into an access box with capacity to maintain measurement equipment, allowing the connection of testing equipment to measure Stray Current. Installation of the test stations shall be at UTA's sole cost, including Company's internal costs billed at standard rates.

C. Prior to commencement of revenue operations of the Project, UTA shall, at its cost, conduct such track isolation testing, resistivity testing, or other testing as UTA deems reasonably necessary to detect and eliminate any shorts to ground. UTA shall provide Company an opportunity to witness all such testing and copies of any test results and the parties shall keep such test results confidential and protected as allowed by law.

D. After the test stations are installed, and prior to UTA energizing the Project, the parties shall cooperate to enable Company to perform baseline testing (Baseline Stray Current Monitoring) at the Test Locations to establish a baseline Stray Current level ("Baseline Stray Current"). UTA shall provide Company 60 days notice prior to energizing the Project. Company shall provide UTA an opportunity to witness such testing and copies of the test results and the parties shall keep such test results confidential and protected as allowed by law.

E. Prior to commencement of revenue operations of the Project, the parties shall execute an addendum to this Agreement, which shall incorporate the new Project into the System and shall make the new Test Locations subject to the Maintenance Stray Current Monitoring program provided for in paragraph 5, below. Such addenda will:

- (i) add the Project to the list of segments listed in paragraph 2,
- (ii) add to Exhibit A to this Agreement (depiction of the System) by incorporating a depiction of the Project into this Agreement as Exhibit A-1 (or A-2, A-3, etc.), and
- (iii) add to Exhibit B to this Agreement (list of Test Locations and Baseline Stray Current) by incorporating the Test Locations identified in the Project Agreement into this Agreement as Exhibit B-1 (or B-2, B-3, etc.).

A form of addendum is attached hereto as Exhibit C.

5. **Stray Current Monitoring.** For purposes of this Agreement, "Stray Current Monitoring" shall mean testing for Stray Current at Test Locations as identified in Exhibit "B". Stray Current Monitoring shall comply with 49 C.F.R. Part 192, Subpart I.

A. The Company will conduct System-wide maintenance Stray Current Monitoring (Maintenance Stray Current Monitoring) in a reasonable manner and according to a reasonable schedule. The Company anticipates testing twice in the first year following the first year of revenue operations (such that in the first year of revenue operations, UTA or its Contractor would test the Project at least twice, as further described in 5 F below, and in the second year the Company would anticipate testing twice) and then once annually, depending on the test results. UTA shall reimburse Company for Maintenance Stray Current Monitoring under this section no more than one time per test station per year and as further set forth in 5.C below. The Company will share the results of the Maintenance Stray Current Monitoring with UTA and the parties shall keep the information obtained from the Maintenance Stray Current Monitoring confidential and protected as allowed by law.

B. Whenever the Stray Current Monitoring detects Stray Current above the Baseline Stray Current to a degree unacceptable to Company in Company's reasonable discretion, or if testing performed under the Preliminary Testing Agreement shows Stray Current levels or effects, which meet the Mitigation Criteria (defined below), UTA shall, within thirty (30) days, inspect the light rail system to identify electric shorts to ground or other Stray Current sources, and take all necessary measures to eliminate Stray Current at its sole cost (Stray Current Elimination). Company shall then conduct additional Stray Current Monitoring (Follow-up Stray Current Monitoring) to assess the effectiveness of UTA's Stray Current Elimination at UTA's cost as further set forth in 5.C below.

C. When the Company performs Baseline Stray Current Monitoring pursuant to paragraph 4.D, or Maintenance Stray Current Monitoring pursuant to paragraph 5.A, or Follow-up Stray Current Monitoring pursuant to paragraph 5.B, UTA will reimburse Company for monitoring costs not to exceed: for each test station 3 hours time for a system integrity specialist or equivalent at its then current rate (approximately \$70 per hour in 2010) and one half hour time for a corrosion engineer at its then current rate (\$85 per hour in 2010). In the event Company uses outside consultants to perform Stray Current Monitoring, the same total dollar caps per test station, based on internal Company labor costs, apply as if the activities were being performed by Company personnel. UTA's contribution to the preliminary baseline testing discussed in paragraph 3 is governed by the Preliminary Testing Agreement.

D. If Follow-up Stray Current Monitoring continues to detect Stray Current above the Baseline Stray Current (Remaining Stray Current), the Parties will discuss additional Stray Current Elimination and what measures should be taken to protect Company's Facilities from the Stray Current (Stray Current Mitigation). Stray Current Mitigation includes installation and monitoring of permanent test stations (including test stations in addition to those initially installed under 5B above); modification of the Company's cathodic protection system; addition of sacrificial anodes (only to IHP Facilities); and modifications to, inspection of, relocation of, or replacement of any Company Facilities. If either (a) Remaining Stray Current interference effects are detected on Company's Facilities at levels of 100 millivolts or greater or (b) if Remaining Stray Current shifts Company's pipeline potentials more positive than -.850 volts (a and b are referred to collectively as "Mitigation Criteria"), UTA shall be responsible for all costs associated with Stray Current Mitigation according to the following procedures.

1. After consulting with UTA concerning Stray Current Mitigation options, Company will propose to UTA what it determines to be the most cost-effective and technically feasible Stray Current Mitigation measures. The proposal will include estimated costs to perform the measures. UTA shall not withhold its consent to any proposal that:
  - a. is reasonable and consistent with prudent natural gas industry practices for operation, maintenance, corrosion control, and cathodic protection;
  - b. is consistent with Company's Standard Practices;

- c. is consistent with regulations and other applicable laws; and
- 2. The parties agree to the following non-exhaustive list of Stray Current Mitigation guidelines:
  - a. Establishing a mitigation bond with the negative bus track substation is not acceptable;
  - b. Sacrificial anodes on the high pressure main will not be permitted for Stray Current Mitigation purposes;
  - c. Wherever enhanced cathodic protection is used to mitigate Stray Current interference, coupon monitoring test stations will be installed to demonstrate the effectiveness of the enhanced cathodic protection;
  - d. In no case will an interference bond be acceptable to mitigate the light rail Stray Current. An example of this unacceptable scenario includes another utility or pipeline that acts as a return path to the Project; and
  - e. Where Stray Current Mitigation is performed, additional Test Locations (including but not limited to permanent test stations) and monitoring may be required to determine the effectiveness of the Stray Current Mitigation work.

E. The Company shall defend, indemnify, and hold UTA, and its affiliates, officers, directors, managers, and employees harmless from any claims, causes of action, fines, or liabilities (collectively Liabilities) which arise from Company's agents, personnel or contractors negligent acts or omissions while participating in Stray Current Monitoring and Mitigation activities in the vicinity of the UTA System, except to the extent such Liabilities arise from the negligence of UTA, its agents, personnel, or contractors.

F. Using its own personnel or contractors, UTA shall conduct Stray Current Monitoring at least twice during the first year of revenue operations for all new Projects, once in March and the other time to be determined by UTA in its reasonable discretion (UTA's Stray Current Monitoring). Thereafter UTA may conduct additional UTA Stray Current Monitoring at reasonable times and in accordance with the following provisions:

(i) UTA shall provide Company 30 days notice and an opportunity to witness UTA's Stray Current Monitoring, and UTA will share the results of UTA's Stray Current Monitoring with Company and the parties shall keep the information obtained from UTA's Stray Current Monitoring confidential and protected as allowed by law.

(ii) UTA shall ensure that its personnel, including contractors, who participate in UTA's Stray Current Monitoring comply with 49 C.F.R. Part 192, Subpart N (Subpart N). UTA may conduct additional Stray Current Monitoring after the first year

provided it gives Company 30 days notice and an opportunity to accompany UTA personnel or contractors, and always complies with Subpart N.

(iii) UTA shall defend, indemnify, and hold Company, and its affiliates, officers, directors, managers, and employees harmless from any claims, causes of action, fines, or liabilities (collectively Liabilities) which arise from UTA's agents, personnel or contractors' negligent acts or omissions while participating in Stray Current Monitoring and Mitigation activities in the vicinity of Company Facilities, except to the extent such Liabilities arise from the negligence of Company, its agents, personnel, or contractors.

6. Repair of Other Facilities Damaged by Stray Current. In the event Company discovers that its Facilities have been damaged by Stray Current and such discovery comes by some means other than the testing procedures set forth in this Agreement, the parties agree to review the matter in good faith and UTA agrees to reimburse Company to repair or replace such Facilities if the evidence demonstrates that Stray Current from UTA's System was the cause of the damage.

7. Company to Submit Invoices for Reimbursable Work. The Company shall submit to UTA invoices, monthly or otherwise, for all costs subject to UTA reimbursement under this Agreement, together with supporting documentation. Payment will be due within 30 days of invoice date. Payments more than 60 days past due will accrue interest at 12% annually. The invoices and supporting documentation shall be submitted to:

Utah Transit Authority  
Attn: Senior Prog. Manager - Systems  
669 West 200 South  
Salt Lake City, Utah 84101

8. Audit. The Company shall keep detailed and complete records verifying all costs for which the Company seeks reimbursement pursuant to this Agreement and supporting the Company's billings. Upon request by either party, UTA and the Company shall reconcile the payments made to the Company under this Agreement to confirm that such payments were properly made. Each party agrees to, for a period of three years following expenditures under this Agreement, make any payment adjustment required as the result of the reconciliation performed. UTA shall have the right, upon reasonable notice, to audit all cost records and accounts of the Company pertaining to the Agreement for purposes of verifying the costs for which the Company seeks reimbursement. Should this audit disclose that the Company has been underpaid, the Company will be reimbursed by UTA after submission of an additional billing to cover the underpayment. Should this audit disclose that the Company has been overpaid, the Company will reimburse UTA in the amount of the overpayment. For purposes of this Section, the Company is required to maintain cost records for which the Company seeks reimbursement under this Agreement for a minimum of three (3) years after final payment is received from UTA.

9. Term of Agreement. This Agreement shall become effective on the date of its full execution by both parties and shall terminate fifteen years thereafter. Upon such termination, the parties agree to discuss the results of their Stray Current Monitoring, Elimination, and Mitigation

efforts (the "Monitoring Results"). Based on the Monitoring Results, and considering the parties' common objectives to ensure the safe, efficient, and reliable operation of the Company Facilities and UTA's System, the parties will discuss in good faith whether to renew this Agreement, renew it with appropriate revisions or amendments, or not to renew this Agreement. In the event the Monitoring Results demonstrate ongoing Stray Current from UTA's System, there is a presumption that the parties will come to an agreement to equitably remedy such Stray Current and its impact on Company Facilities.

10. Entire Agreement. With the exception of the Preliminary Testing Agreement referenced above, this Agreement constitutes the entire agreement between the parties with respect to the subject matter described herein and supersedes any and all prior negotiations, understandings and agreements with respect to the subject matter described herein, whether oral or in writing.

11. Non-Waiver. No covenant or condition of this Agreement may be waived by either party unless done so in writing by such party.

12. Choice of Law and Attorney Fees. This Agreement shall be deemed to have been negotiated and executed in the State of Utah. The validity, interpretation and performance of this Agreement and all provisions hereof shall be interpreted in accordance with the laws of the State of Utah, without regard to its law on the conflict of laws. In the event either party brings an action to enforce any terms of this Agreement, the prevailing party in such action shall be entitled to reimbursement of reasonable attorney fees and costs.

13. Multiple Counterparts. This Agreement may be executed in any number of counterparts and by either of the parties hereto on separate counterparts, each of which when so executed and delivered will be an original, but all such counterparts will together constitute but one and the same instrument. Any signature page of this Agreement may be detached from any counterpart and reattached to any other counterpart hereof. The facsimile transmission of a signed original of this Agreement or any counterpart hereof and the retransmission of any signed facsimile transmission hereof will be the same as delivery of an original.

14. Savings Clause. In the event any provisions contained in this Agreement are for any reason held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provisions of this Agreement. This Agreement will be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.

15. Headings. The section headings contained in this Agreement are for the purpose of reference only and shall not limit, expand or otherwise affect the construction of any provisions hereof.

16. Notices. All notices required or permitted to be given hereunder shall be in writing and are effective when received. All notices shall be addressed as follows:

If to UTA:  
Utah Transit Authority  
Attn: Senior Prog. Manager - Systems  
669 West 200 South  
669 West 200 South  
Salt Lake City, Utah 84101

If to the Company:  
Questar Gas Company  
Attn: Salt Lake Region Engineer  
1140 West 200 South  
Salt Lake City, UT 84104


Either party may change the recipient or address for receipt of notices by the delivery of a written notice conforming to the delivery requirements of this provision.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first hereinabove written.

QUESTAR GAS COMPANY

UTAH TRANSIT AUTHORITY

  
\_\_\_\_\_  
Craig Wagstaff  
Vice President and General Manager

  
\_\_\_\_\_  
Michael A. Allegra  
General Manager

  
\_\_\_\_\_  
Chief Capital Development Officer

RECOMMENDED FOR APPROVAL

  
\_\_\_\_\_  
Senior Program Manager - Systems

  
\_\_\_\_\_  
Legal Counsel

**Exhibit A**

**[Depiction of System]**

# Utah Transit Authority Light Rail

### Downtown Salt Lake City

**The Gateway**

**Temple Square**

**Abravanel Energy Hall**

**Arena**

**Old Greektown**

**Salt Lake Central Station**

**City Center**

**Gallivan Plaza**

**Courthouse**

**SL City Library**

**Temple Square and Conference Center**

**Salt Palace Convention Center**

**Matheson State St Courthouse**

**Salt Lake City/County Bldg.**

**SL City Library**

**City Center**

**Gallivan Plaza**

**Courthouse**

**SL City Library**

**Matheson State St Courthouse**

**Salt Lake City/County Bldg.**

**SL City Library**

### University of Utah

**University Medical Center**

**Fort Douglas**

**University South Campus**

**University Med. Center & Primary Children's Med. Center**

**University Center**

**Fort Douglas**

**Huntsman Center**

**University South Campus**

**Marriott Library**

**Rice-Eccles Stadium**

**Stadium**

### Legend

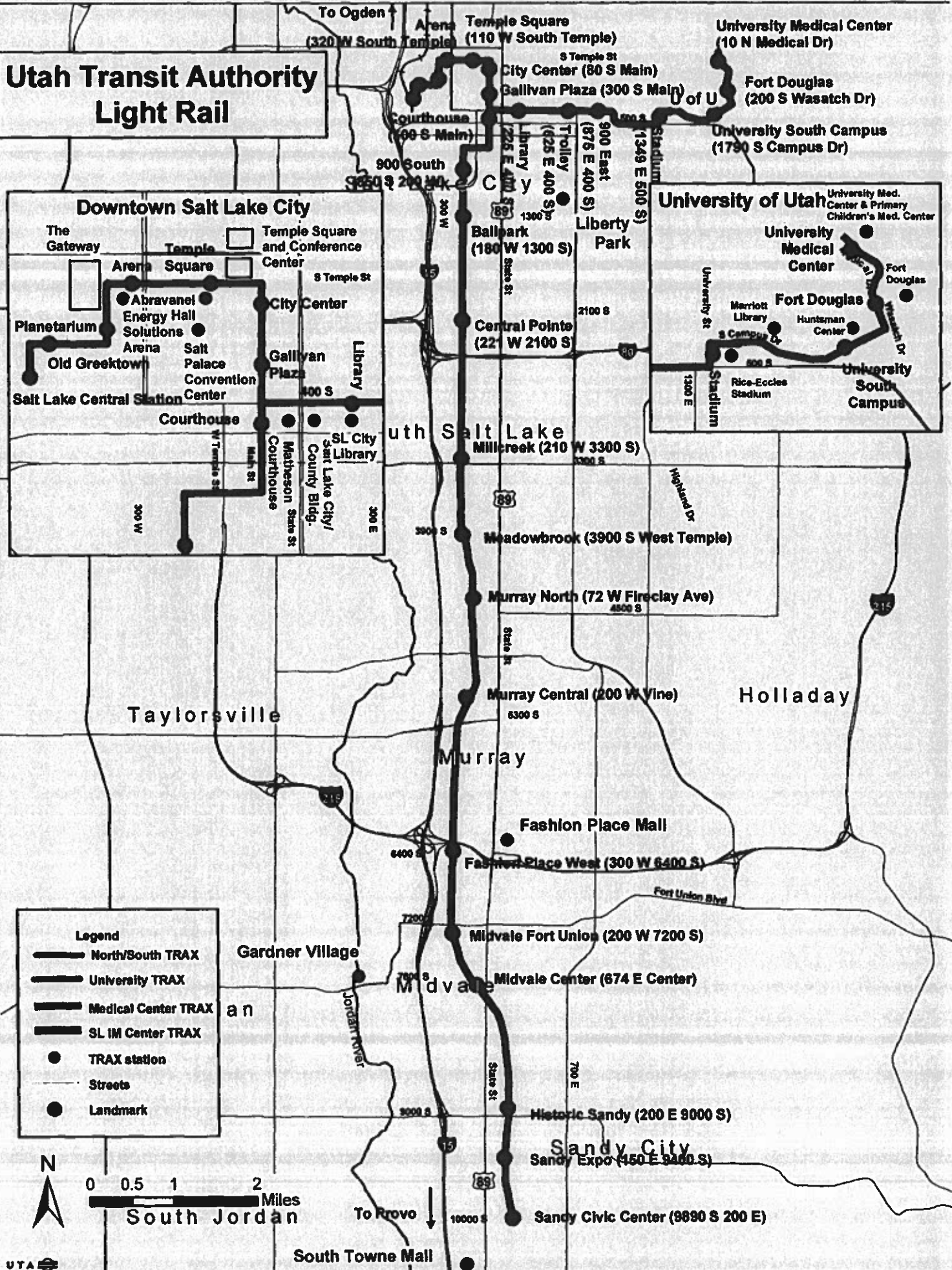
- North/South TRAX
- University TRAX
- Medical Center TRAX
- SL IM Center TRAX
- TRAX station
- Streets
- Landmark

**South Jordan**

**South Towne Mall**

**To Provo**

0 0.5 1 2 Miles



**Exhibit B**

**[List of Test Stations]**

## Exhibit C

[Form of Addendum]

### Addendum to Master Stray Current Monitoring Agreement

This [First] Addendum to the Master Stray Current Monitoring Agreement by and between Utah Transit Authority and Questar Gas Company (the "[First] Addendum") is entered into by Utah Transit Authority ("UTA") and Questar Gas Company ("Company") this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

#### RECITALS

- A. UTA and the Company entered into that certain Master Stray Current Monitoring Agreement dated \_\_\_\_\_, ("Agreement") which defines the parties' roles and responsibilities with respect to monitoring the UTA light rail system (the "System") for stray electrical current.
- B. UTA is engaged in a project to extend the System from \_\_\_\_\_ to \_\_\_\_\_ (the "Project").
- C. UTA and Company have entered into that certain Project Agreement dated \_\_\_\_\_, and have agreed to use and install certain new test locations, including existing service risers and permanent test stations (collectively the "Test Locations") along the Project pursuant to that agreement.
- D. The parties now desire to add the Project to the System, such that the Project is included in the definition of "System" under the Agreement, and so that the Test Locations used and installed pursuant to the Project Agreement will be subject to the Maintenance Stray Current Monitoring program defined in the Agreement.

#### TERMS

1. Paragraph 1 of the Agreement is amended to add the following to the list of segments considered part of the System:
  - E. The [Project] extension, which extends from approximately [address] to approximately [address].
2. Exhibit A to the Agreement is amended to add Exhibit A-1, attached hereto.
3. Exhibit B to the Agreement is amended to add Exhibit B-1, attached hereto.
4. All other terms and provisions of the Agreement shall remain in full force and effect.