

WHEN RECORDED MAIL TO:

Questar Gas Company
P.O. Box 45360, Right-of-way
Salt Lake City, UT 84145-0360
JAM.sup

E 2504277 B 4936 P 250-257
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
01/07/2010 12:03 PM
FEE \$33.00 Pgs: 8
DEP RT REC'D FOR QUESTAR

RETURNED
JAN 07 2010

09-035-0044 09-035-0039
09-035-0030 09-035-0048
09-035-0012 09-035-0049
09-035-0050 09-035-0035
09-035-0031
09-035-0050

Space above for County Recorder's use
PARCEL I.D.# 090350039 ✓

SUPPLEMENTAL EASEMENT AGREEMENT
UT 344

This Supplemental Easement Agreement ("Agreement") is entered into between JIMMY KASUDA, AIKO KAUSUDA AND MICHAEL KAUSUDA D.B.A. JAM PARTNERS ("Grantor"), and QUESTAR GAS COMPANY, a Utah corporation ("Grantee").

RECITALS

A. Grantee acquired a Right-of-Way and Easement ("Easement") under that certain Right-of-Way and Easement Grant ("Grant") dated March 6, 1929 and recorded March 12, 1929 in Book H, at Page(s) 591, in the Davis County Recorder's Office. The Grant is attached hereto as Exhibit "A".

Land of the Grantor located in Section 8, Township 4 North, Range 1 West, Salt Lake Base and Meridian;

B. Grantor desires to construct certain improvements within the Easement that conflict with or have the potential to conflict with Grantee's rights under the Grant.

C. Grantee has agreed to allow Grantor to construct improvements subject to and in accordance with the terms of this Agreement.

D. This Agreement shall serve as a supplemental modification to the Grant.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Grantor shall have the right to plant trees no closer than 10 feet to the pipeline and construct a shed nine feet from the pipeline, and an asphalt drive ("Improvement") within the boundaries of the Easement. The improvements shall be constructed in accordance with Grantor's construction plans attached hereto as Exhibit "B".

2. Grantor acknowledges that Grantee maintains 10-inch natural gas pipeline within the Easement area. Prior to any construction of the Improvement, Grantor shall have the Easement area "blue-staked" and shall take all necessary preventative measures to ensure that the Improvement does not cause damage to Grantee's facilities.

3. Grantor acknowledges and agrees that in the event Grantee has the need to relocate, reconstruct, or modify its facilities, that Grantee will provide Grantor with 5 (five) business days notice to remove the Improvement, at Grantor's sole cost and expense. In an emergency, Grantee shall have the right to remove Grantor's Improvement without notice and without any liability for damages. As further consideration for granting this Agreement, Grantor also agrees to pay any and all of Grantee's expenses arising from or caused by the removal of Grantor's Improvements. Such payment shall be made to Grantee no later than sixty (60) days after receipt of invoice.

4. Grantor shall defend, indemnify, and hold Grantee harmless from and against any and all liability, damages, loss, costs, and expenses, including without limitation attorney's fees, on account of injury or damage to persons, including without limitation employees or agents of Grantor and its subcontractors of any tier, or property caused directly or indirectly by Grantor's use or occupancy of the Easement.

This right-of-way shall be binding upon and inure to the benefit of the successors and assigns of Grantor(s) and the successors and assigns of Grantee, and may be assigned in whole or in part by Grantee.

It is hereby understood that any parties securing this Agreement on behalf of Grantee are without authority to make any representations, covenants or agreements not herein expressed.

WITNESS the execution hereof this 4th day of December, 2009.

QUESTAR GAS COMPANY

JAM PARTNERS

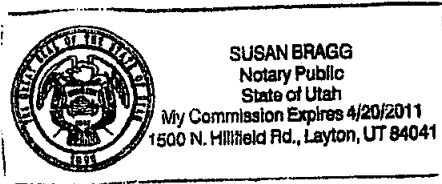
By- [Signature]
Attorney-in-Fact

NOT ACTIVE
JIMMY KASUDA

NOT ACTIVE
AIKO KASUDA
[Signature]
MICHAEL KUSUDA

STATE OF UTAH)
COUNTY OF Davis) ss.

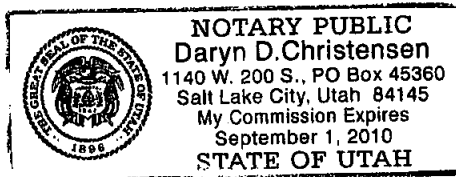
On the 28 day of Aug, 2009 personally appeared before me Michael Kusuda, the signer(s) of the foregoing instrument, who duly acknowledged to me that he/she/they executed the same.



Susan Bragg
Notary Public

STATE OF UTAH)
COUNTY OF SALT LAKE) ss.

December 4, 2009
On ~~August 27, 2009~~, personally appeared before me David A. Imleby, 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 #2047723, at Book 3712, Page 84, in the Office of the Davis County Recorder.



David A. Imleby
Notary Public

EXHIBIT "A"MOUNTAIN FUEL SUPPLY COMPANY
UTAH DIVISION
344RIGHT-OF-WAY AGREEMENT.

DANIEL D. HARRIS and JENNIE C HARRIS, husband and wife, Grantors of Layton, Davis County, State of Utah, hereby grant to WASATCH GAS COMPANY, a Utah corporation, Grantee of Salt Lake City, Salt Lake County, State of Utah, its successors and assigns, for the sum of ONE AND NO/100 (\$1.00) DOLLARS, the right to lay, maintain, operate, repair and remove a pipeline across and through the following described tract of land in Township 4, North, Range 1 West of Salt Lake Meridian in Davis County, State of Utah, described as follows, to-wit:

Beginning at a point 1112 feet West of the Northeast Corner, Section 8, running South 9° 20' East a distance of 1351 feet to a point approximately 850 feet West of the Southeast corner of the Northeast Quarter of the Northeast Quarter of Section 8, Twp. 4 North, Range 1 West, Salt Lake Base and Meridian, Utah.

Together with a right to erect, maintain, operate and remove telegraph and telephone lines on any boundary line of the property across which the hereinabove described right-of-way is granted; together with the reasonable right of ingress and egress along the right-of-way hereinabove granted and along the boundaries upon which telegraph and telephone lines shall be operated.

The Grantors reserve the right to fully use and enjoy the said premises for any and all purposes.

It is Specially Agreed that all damages which may be caused to the Grantors by the laying, operating, maintaining, repairing or removing the said pipe line, telegraph or telephone lines, shall be paid to Grantors by the Grantee, its successors or assigns; it is further agreed that if the pipe line as laid by Grantee or the telegraph or telephone lines as erected by Grantee shall in any way interfere with any reasonable use of Grantors' premises, that Grantee will change the location of said lines, or either thereof, so as not to interfere or prevent said use and if it is impracticable to change said lines, or either thereof, Grantee agrees to pay to the Grantors the damages thus sustained by Grantors.

If the said damages cannot be mutually agreed upon they shall be ascertained and determined by three (3) disinterested persons, one thereof to be appointed by Grantors, one by Grantee and the third by the two persons so appointed.

2.

WASATCH GAS SUPPLY COMPANY
UTAH DIVISION
344

This agreement shall be binding upon the heirs or assigns of the Grantors and the successors and assigns of the Grantee.

IN WITNESS WHEREOF this agreement is executed by the Grantors and the Grantee this 6 day of March, A. D. 1929.

Witness of Signature of Grantors:

Joseph C. Mabey Daniel D. Harris
Jennie C. Harris
GRANTORS.

WASATCH GAS COMPANY,

By L. Fitzpatrick
President

ATTEST:

L. Fitzpatrick
Secretary.

GRANTEE.

STATE OF UTAH)
County of Saris SS.
~~County of Weber~~

On this 6 day of March, 1929, personally appeared before me Daniel D. Harris and Jennie C. Harris, husband and wife, two of the signors of the above instrument, who duly acknowledged to me that they executed the same.

My commission Expires Jan. 25, 1933

Joseph C. Mabey
NOTARY PUBLIC
Residing at Clayville, Utah

STATE OF Utah)
COUNTY OF Salt Lake) SS.

On the 5th day of March, 1929, personally appeared before me L. Fitzpatrick, who being by me duly sworn did say: That he is the vice president of the Wasatch Gas Company, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said L. Fitzpatrick acknowledged to me that said corporation executed the same.

My commission expires Dec 10, 1932

O. Lawson
NOTARY PUBLIC.
Residing at Salt Lake City
Utah

208

4/10

45214

QUARTER FOR DEPT. OF JUSTICE
FBI DIVISION
344

R. of W. No. 717

Samuel D. Harris

Maratey Gas Co

March 6 - 1929

Title of Book

Dept. Division

Filed for record and indexed
MAR 15 1929

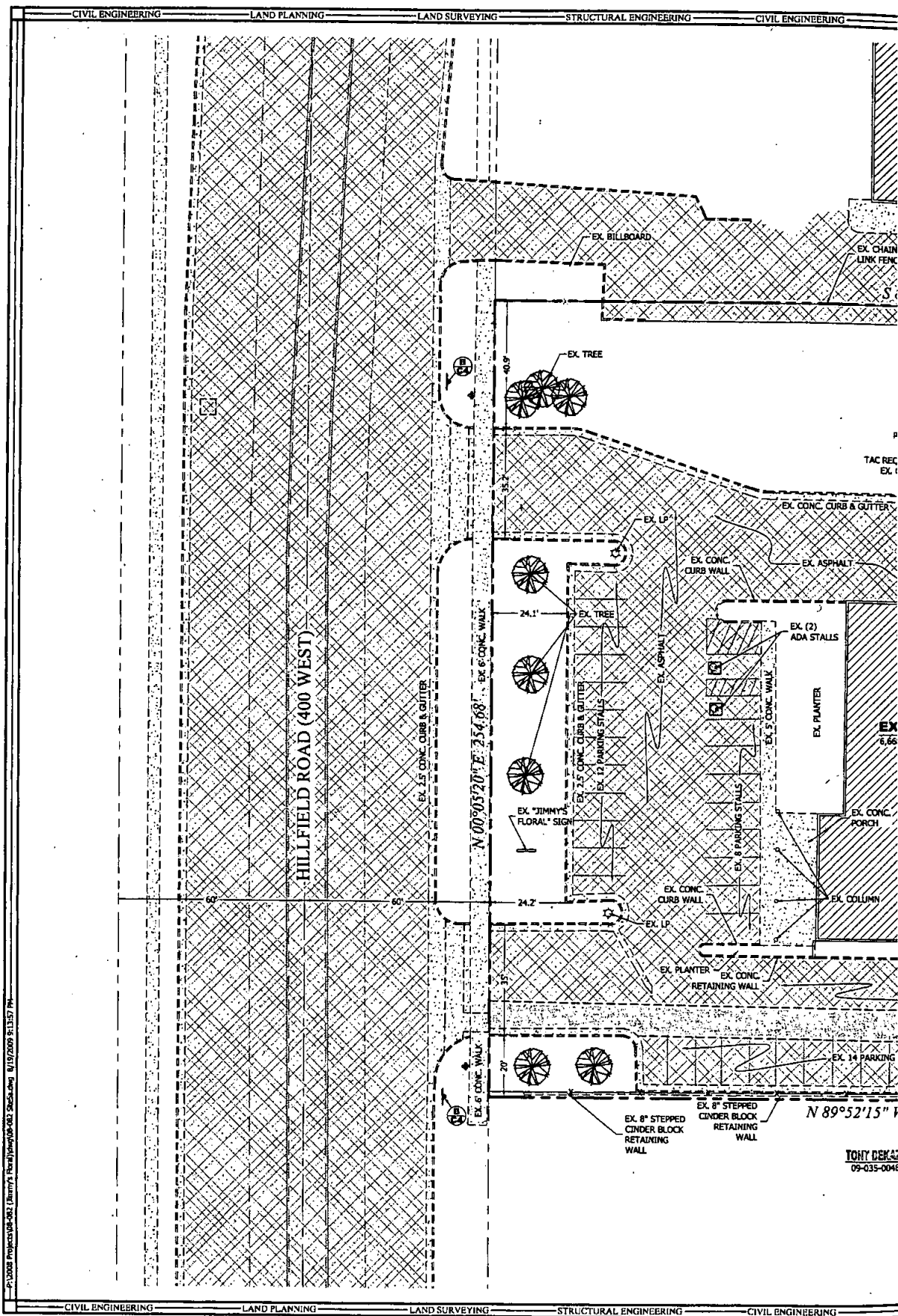
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W. L. R. P.
District Attorney

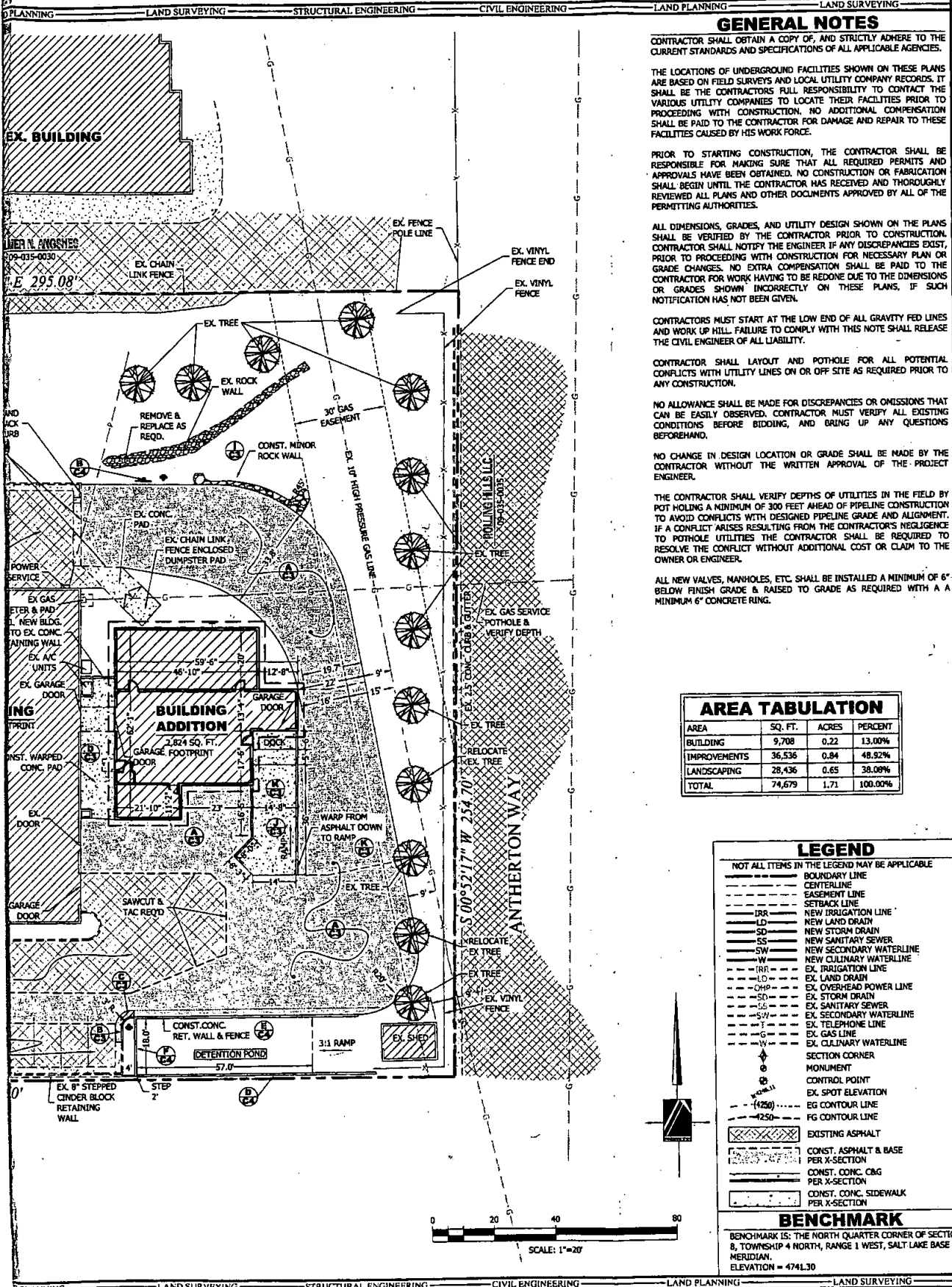
- Entered Ent. Margin
- Fes Record Plat ad
- Recorded U- subwd
- Abstracted
- Compared Indexed

EXHIBIT 'B'



P:\2008 Projects\08-482 (Berry's Floral)\DWG\08-482 (2)08.dwg 8/19/2009 9:13:52 AM

TONY DEKAL
09-035-004E



GENERAL NOTES

CONTRACTOR SHALL OBTAIN A COPY OF, AND STRICTLY ADHERE TO THE CURRENT STANDARDS AND SPECIFICATIONS OF ALL APPLICABLE AGENCIES.

THE LOCATIONS OF UNDERGROUND FACILITIES SHOWN ON THESE PLANS ARE BASED ON FIELD SURVEYS AND LOCAL UTILITY COMPANY RECORDS. IT SHALL BE THE CONTRACTOR'S FULL RESPONSIBILITY TO CONTACT THE VARIOUS UTILITY COMPANIES TO LOCATE THEIR FACILITIES PRIOR TO PROCEEDING WITH CONSTRUCTION. NO ADDITIONAL COMPENSATION SHALL BE PAID TO THE CONTRACTOR FOR DAMAGE AND REPAIR TO THESE FACILITIES CAUSED BY HIS WORK FORCE.

PRIOR TO STARTING CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAKING SURE THAT ALL REQUIRED PERMITS AND APPROVALS HAVE BEEN OBTAINED. NO CONSTRUCTION OR FABRICATION SHALL BEGIN UNTIL THE CONTRACTOR HAS RECEIVED AND THOROUGHLY REVIEWED ALL PLANS AND OTHER DOCUMENTS APPROVED BY ALL OF THE PERMITTING AUTHORITIES.

ALL DIMENSIONS, GRADES, AND UTILITY DESIGN SHOWN ON THE PLANS SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. CONTRACTOR SHALL NOTIFY THE ENGINEER IF ANY DISCREPANCIES EXIST, PRIOR TO PROCEEDING WITH CONSTRUCTION FOR NECESSARY PLAN OR GRADE CHANGES. NO EXTRA COMPENSATION SHALL BE PAID TO THE CONTRACTOR FOR WORK HAVING TO BE REDONE DUE TO THE DIMENSIONS OR GRADES SHOWN INCORRECTLY ON THESE PLANS, IF SUCH NOTIFICATION HAS NOT BEEN GIVEN.

CONTRACTORS MUST START AT THE LOW END OF ALL GRAVITY FED LINES AND WORK UP HILL. FAILURE TO COMPLY WITH THIS NOTE SHALL RELEASE THE CIVIL ENGINEER OF ALL LIABILITY.

CONTRACTOR SHALL LAYOUT AND POTHOLE FOR ALL POTENTIAL CONFLICTS WITH UTILITY LINES ON OR OFF SITE AS REQUIRED PRIOR TO ANY CONSTRUCTION.

NO ALLOWANCE SHALL BE MADE FOR DISCREPANCIES OR OMISSIONS THAT CAN BE EASILY OBSERVED. CONTRACTOR MUST VERIFY ALL EXISTING CONDITIONS BEFORE BIDDING, AND BRING UP ANY QUESTIONS BEFOREHAND.

NO CHANGE IN DESIGN LOCATION OR GRADE SHALL BE MADE BY THE CONTRACTOR WITHOUT THE WRITTEN APPROVAL OF THE PROJECT ENGINEER.

THE CONTRACTOR SHALL VERIFY DEPTHS OF UTILITIES IN THE FIELD BY POT HOLE TO A MINIMUM OF 300 FEET AHEAD OF PIPELINE CONSTRUCTION TO AVOID CONFLICTS WITH DESIGNED PIPELINE GRADE AND ALIGNMENT. IF A CONFLICT ARISES RESULTING FROM THE CONTRACTOR'S NEGLIGENCE TO POT HOLE UTILITIES THE CONTRACTOR SHALL BE REQUIRED TO RESOLVE THE CONFLICT WITHOUT ADDITIONAL COST OR CLAIM TO THE OWNER OR ENGINEER.

ALL NEW VALVES, MANHOLES, ETC. SHALL BE INSTALLED A MINIMUM OF 6\"/>

AREA TABULATION

AREA	SQ. FT.	ACRES	PERCENT
BUILDING	9,708	0.22	13.00%
IMPROVEMENTS	36,536	0.84	48.92%
LANDSCAPING	28,436	0.65	38.08%
TOTAL	74,679	1.71	100.00%

LEGEND

NOT ALL ITEMS IN THE LEGEND MAY BE APPLICABLE

- BOUNDARY LINE
- - - CENTERLINE
- EASEMENT LINE
- - - SETBACK LINE
- IRR - NEW IRRIGATION LINE
- LD - NEW LAND DRAIN
- SD - NEW STORM DRAIN
- SS - NEW SANITARY SEWER
- SW - NEW SECONDARY WATERLINE
- W - NEW CULINARY WATERLINE
- IRR - EX. IRRIGATION LINE
- LD - EX. LAND DRAIN
- SD - EX. STORM DRAIN
- SW - EX. SANITARY SEWER
- W - EX. CULINARY WATERLINE
- T - EX. TELEPHONE LINE
- G - EX. GAS LINE
- OHP - EX. OVERHEAD POWER LINE
- S - EX. SECTION CORNER
- M - MONUMENT
- CP - CONTROL POINT
- ELEV - EX. SPOT ELEVATION
- EG - EX. GROUND CONTOUR LINE
- FG - EX. FINISHED GRADE CONTOUR LINE

- [Pattern] EXISTING ASPHALT
- [Pattern] CONST. ASPHALT & BASE PER X-SECTION
- [Pattern] CONST. CONC. C&G PER X-SECTION
- [Pattern] CONST. CONC. SIDEWALK PER X-SECTION

BENCHMARK

BENCHMARK IS: THE NORTH QUARTER CORNER OF SECTION 8, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN. ELEVATION = 4741.30

PINNACLE
 Engineering & Land Surveying, Inc.
 Layton • West Bennefial • Mount Pleasant • St. George
 Phone: (801) 866-0676
 1513 North Hillfield Rd., Suite #2
 Layton, UT 84041
 Fax: (801) 866-0678

JIMMY'S FLOWER SHOP ADDITION
 SITE PLAN
 FOR: MIKE KUSUDA
 2840 NORTH HILLFIELD ROAD
 LAYTON, UTAH
 PROJECT #08-082

REVISION	BY	DATE

CALL BLUESTAKES
 1-800-662-4111

AT LEAST 48 HOURS BEFORE DIGGING

SHEET C7
 OF 08

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