



ENT 71697:2011 PG 1 of 8
JEFFERY SMITH
UTAH COUNTY RECORDER
2011 Oct 07 4:11 pm FEE 24.00 BY EO

RECORDED FOR QUESTAR
Space above for County Recorder's use
PARCEL I.D. #

SUPPLEMENTAL EASEMENT AGREEMENT

UT06426-1

This Supplemental Easement Agreement (Agreement) is entered into between **LINDON CITY**, a municipal corporation (Grantor) and **QUESTAR GAS COMPANY**, a Utah corporation (Grantee).

RECITALS

- A. Grantee acquired the following Right-of-Way and Easement (Easement) under that certain Right-of-Way and Easement Grant (Grant) dated June 7, 1962, and recorded August 10, 1962, Book 913, Pages 525-526, in the Utah County Recorder's Office, State of Utah. The Grant is attached hereto as Exhibit "A".

Land of the Grantor located in Section 32, Township 5 South, Range 2 East, Salt Lake Base and Meridian.

- B. Grantor is the owner of certain parcel(s) of real estate which is encumbered by the Easement.
- C. Grantee owns, operates and maintains a 20-inch high pressure pipeline (Pipeline) within the Easement.
- D. Grantee agrees to allow Grantor to construct an improvement subject to and in accordance with the terms of this Agreement. Grantor desires to perform construction activities within the Easement that conflicts with or has the potential to conflict with Grantee's rights under the Grant.
- E. 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. The parties acknowledge that the Utah Department of Transportation (UDOT), through its contractor, Provo River Contractors (PRC), has constructed an erosion control method in the

form of a rock gabion wall and scour protection mattress (Improvement), as shown on the construction drawings attached hereto as Exhibit "B" on real property which is owned by the Grantor, but which lies within the Easement owned by the Grantee.

2. The parties acknowledge that UDOT, or PRC, has represented the following required protections were constructed over the Pipeline:
 - i. Geotextile fabric was used before installing gabion baskets and mattresses;
 - ii. Gabion basket wall was installed with a 1.5 foot vertical separation between the Pipeline and the bottom of the basket;
 - iii. Gabion baskets were bridged so the weight of the rocks will not transfer directly to the Pipeline;
 - iv. The gap between the Pipeline and the gabion baskets was filled with a basket containing smaller size rocks;
 - v. Operation of heavy construction equipment within the Easement is prohibited without Grantee's prior written consent; and
 - vi. A minimum of three feet, but not more than six feet, of cover must be maintained over the Pipeline.
3. Grantee has had the opportunity to inspect the construction and Improvements by UDOT and/or PRC, and is satisfied that the work performed complies with the Improvement drawings attached in Exhibit "B" and that the Improvements adequately provide the protections contemplated by this agreement. Any future construction and/or maintenance activities, performed or authorized by Grantor within Grantee's Easement, including but not limited to excavating, surveying, leveling, grading, installing, placing, removing, reclaiming and constructing any improvements, are to be completed in accordance with, but not necessarily limited to, the required protections above as well as any and all applicable industry practices or federal and state laws and regulations.
4. Grantor shall take all reasonable precautions to protect the Pipeline, property and persons, including, but not limited to third parties, from damage or injury during any period of construction or maintenance when the Pipeline is exposed, being excavated or backfilled, or when work is occurring above or near the Pipeline.
5. Grantor acknowledges and agrees that in the event Grantee has the need to relocate, reconstruct or modify its Pipeline or related facilities, 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. Any subsequent replacement or reconstruction of the Improvement shall be at Grantor's sole cost and expense.

6. All notices required under this agreement shall be submitted in writing and served personally on, or sent by certified U.S. Mail, postage-paid to:

Questar Gas Company
Attn: Property and Right-of-Way
P.O. Box 45360
Salt Lake City, UT 84145

Lindon City
Attn: City Administrator
100 N. State Street
Lindon, UT 84042

7. 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 employee or agents of Grantor and its subcontractors of any tier, or property caused directly or indirectly by Grantor's use or occupancy of future construction and/or maintenance activities within the Easement.

This Agreement shall be binding upon and inure to the benefit of the successors and assigns of Grantor 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 18 day of August, 2011.

ATTEST:

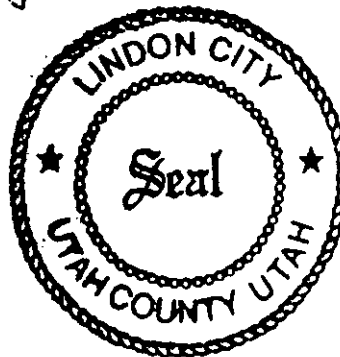
Kathryn A. Moosman
Title: Recorder

LINDON CITY

[Signature]
Title: Mayor

QUESTAR GAS COMPANY

[Signature]
Attorney-in-Fact



COUNTY OF UT)
)ss.
STATE OF UT)

On the 18th day of Aug., 20 11, personally appeared before me
James Dain and Kathryn Moosman, the signers of the foregoing
instrument, who duly acknowledged to me that he/she/they executed the same.

Dona F. Haacke

Notary Public

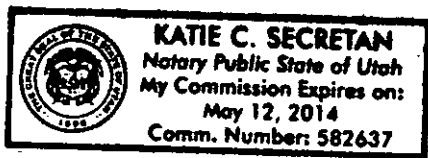


COUNTY OF Salt Lake)
)ss.
STATE OF Utah)

On the 8th day of September, 20 11, personally appeared before me
David A. Inglety, 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
#5833:2005 in the office of the Utah County Recorder.

Katie Secretan

Notary Public



525

RIGHT OF WAY AND EASEMENT GRANT

Royal A. Olsen and Sylvia Olsen, Owner
Dean Olsen and Roberta Olsen, his wife, Purchasers

Grantor, of Utah County, State of Utah, do hereby convey and warrant to MOUNTAIN FUEL SUPPLY COMPANY, a Corporation of the State of Utah, Grantee, its successors and assigns, for the sum of Forty Two DOLLARS (\$42.00) and other good and valuable considerations, receipt of which is hereby acknowledged, a right of way and easement thirty feet in width to lay, maintain, operate, repair, inspect, protect, remove and replace pipe lines, 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 Utah, State of Utah, to-wit:

The land of the Grantors, located in the Southwest quarter of Section 32, Township 5 South, Range 2 East, Salt Lake Base and Meridian; the center line of said right of way and easement shall extend through and across the above described land and premises as follows, to-wit:
Beginning at a point 1,017.45 feet West and 825 feet North from the South quarter corner of said Section 32, thence North 49° 52' 10" West 662.74 feet, more or less, to Grantors' property line.

TO HAVE AND TO HOLD the same unto the said Mountain Fuel Supply 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. The said Grantor, shall have the right to use the said premises except for the purposes for which this right of way and easement is granted to the said Grantee, provided such use does not interfere with the facilities or any other rights granted to the Grantee hereunder.

The Grantee hereby agrees to pay damages which may arise to crops or fences caused by the construction, maintenance, repair, replacement or removal of the facilities. It is mutually agreed that should any dispute arise as to such damages, the same, if not mutually agreed upon, shall at the written request of either party be arbitrated and determined by disinterested arbitrators, one to be appointed by Grantor, and one by Grantee within 20 days after such request, and if the two so chosen be unable to agree within 90 days after appointment, then they shall, within 30 days after written request by either the Grantor, or the Grantee, select a third arbitrator, and failing so to do, such third arbitrator shall be appointed on application of either Grantors, or Grantee by a Federal District Judge of the District wherein the land lies and the decision of any two of the arbitrators thus appointed shall be final and conclusive.

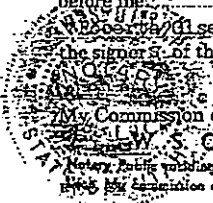
The Grantor, shall not build or construct nor permit to be built or constructed any building or other improvement over or across said right of way, nor change the contour thereof without written consent of Grantee. This right of way grant shall be binding upon and inure to the benefit of the successors and assigns of Grantor, and the successors and assigns of the Grantee, and may be assigned in whole or in part by Grantee.

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

WITNESS the execution hereof this 7 day of June, 1962.

Witness lines with signatures of Royal A. Olsen, Sylvia Olsen, Dean Olsen, and Roberta Olsen, and a witness signature.

STATE OF UTAH
County of Utah } ss.
On the 7 day of June, 1962, personally appeared before me Royal A. Olsen and Sylvia Olsen, his wife, and Dean Olsen and Roberta Olsen, his wife the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.



Notary Public signature and name: L.W.S. OLSON, Residing at Salt Lake City, Utah

EXHIBIT "A"

EXHIBIT "A"

10985

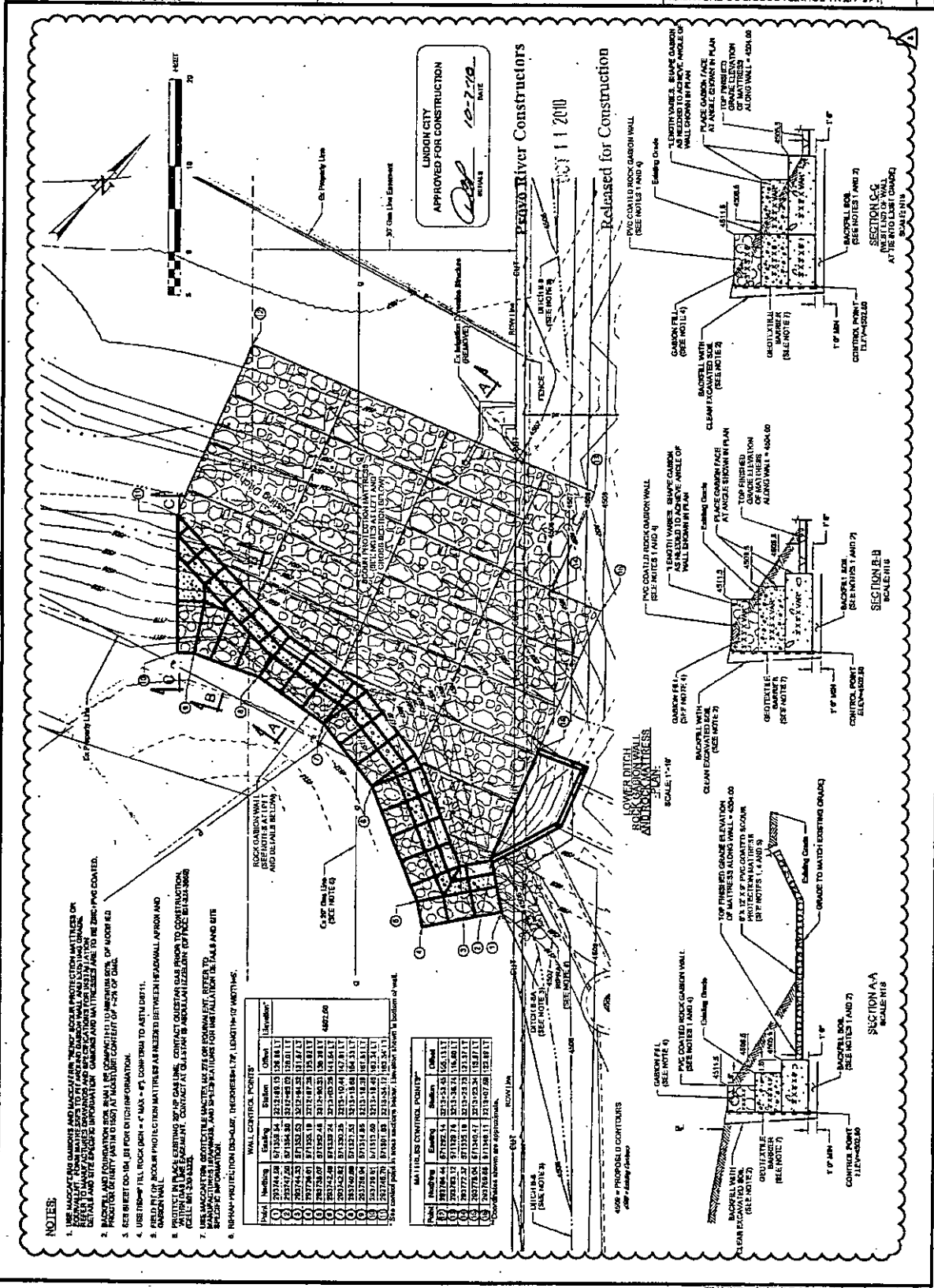
HELENA VEST SQUADRON
AUG 11 9 22 AM '62
William D. ...

BOOKS - PAGE 536-6
ABS - SEC 32
P. 1000 R. TP 51
IND. Q. R. 2-3
FEE

\$ 2.60

526

UTAH DEPARTMENT OF TRANSPORTATION
 ROAD & BRIDGE CONSTRUCTION
 I-15: UTAH COUNTY CORRIDOR EXPANSION
 MP-15-6(17)245
 DRAINAGE DETAILS
 APPROVED: *Jeffrey M. Smith*
 CHECKED BY: *Jeffrey M. Smith*
 DATE: 10-2-10
 DRAWN BY: *Jeffrey M. Smith*
 DATE: 10-2-10
 PROJECT: I-15: UTAH COUNTY CORRIDOR EXPANSION
 SHEET NO: 60-212 (2)



- NOTES:**
1. THE ROCK GABION WALLS AND ROCK MATTRESS SHALL BE CONSTRUCTED ACCORDING TO THE PROTECTION MATRICES ON SHEETS 60-212 (1) THROUGH 60-212 (4). THE ROCK GABION WALLS AND ROCK MATTRESS SHALL BE CONSTRUCTED ACCORDING TO THE PROTECTION MATRICES ON SHEETS 60-212 (1) THROUGH 60-212 (4). THE ROCK GABION WALLS AND ROCK MATTRESS SHALL BE CONSTRUCTED ACCORDING TO THE PROTECTION MATRICES ON SHEETS 60-212 (1) THROUGH 60-212 (4).
 2. BACKFILL AND CEMENTATION SHALL BE COMPACTED TO 95% OF MAXIMUM DRY DENSITY. THE BACKFILL SHALL BE COMPACTED TO 95% OF MAXIMUM DRY DENSITY. THE BACKFILL SHALL BE COMPACTED TO 95% OF MAXIMUM DRY DENSITY.
 3. SEE SHEET 60-212 (1) FOR CANTONMENT INFORMATION.
 4. USE TRIMBLE TILL RODGREN ± 0.00 MAX ± 0.1 CONFORM TO ASTM D671.
 5. PROVIDE 12" MIN. PROTECTION MATRICES AS INDICATED BETWEEN ROCK WALLS AHEAD AND BEHIND.
 6. PROVIDE 12" MIN. PROTECTION MATRICES AS INDICATED BETWEEN ROCK WALLS AHEAD AND BEHIND.
 7. MAINTAIN PROTECTION MATRICES AS INDICATED BETWEEN ROCK WALLS AHEAD AND BEHIND.
 8. MAINTAIN PROTECTION MATRICES AS INDICATED BETWEEN ROCK WALLS AHEAD AND BEHIND.

WALL CONTROL POINTS

| Point | Stationing | Easting | Northing | Offset | Elevation |
|-------|------------|----------|----------|--------|-----------|
| 1 | 207374.25 | 87152.51 | 20152.51 | 120.00 | 4822.00 |
| 2 | 207374.25 | 87152.51 | 20152.51 | 120.00 | 4822.00 |
| 3 | 207374.25 | 87152.51 | 20152.51 | 120.00 | 4822.00 |
| 4 | 207374.25 | 87152.51 | 20152.51 | 120.00 | 4822.00 |
| 5 | 207374.25 | 87152.51 | 20152.51 | 120.00 | 4822.00 |
| 6 | 207374.25 | 87152.51 | 20152.51 | 120.00 | 4822.00 |
| 7 | 207374.25 | 87152.51 | 20152.51 | 120.00 | 4822.00 |
| 8 | 207374.25 | 87152.51 | 20152.51 | 120.00 | 4822.00 |
| 9 | 207374.25 | 87152.51 | 20152.51 | 120.00 | 4822.00 |
| 10 | 207374.25 | 87152.51 | 20152.51 | 120.00 | 4822.00 |
| 11 | 207374.25 | 87152.51 | 20152.51 | 120.00 | 4822.00 |
| 12 | 207374.25 | 87152.51 | 20152.51 | 120.00 | 4822.00 |
| 13 | 207374.25 | 87152.51 | 20152.51 | 120.00 | 4822.00 |
| 14 | 207374.25 | 87152.51 | 20152.51 | 120.00 | 4822.00 |
| 15 | 207374.25 | 87152.51 | 20152.51 | 120.00 | 4822.00 |
| 16 | 207374.25 | 87152.51 | 20152.51 | 120.00 | 4822.00 |
| 17 | 207374.25 | 87152.51 | 20152.51 | 120.00 | 4822.00 |
| 18 | 207374.25 | 87152.51 | 20152.51 | 120.00 | 4822.00 |
| 19 | 207374.25 | 87152.51 | 20152.51 | 120.00 | 4822.00 |
| 20 | 207374.25 | 87152.51 | 20152.51 | 120.00 | 4822.00 |

MATTRESS CONTROL POINTS

| Point | Stationing | Easting | Northing | Offset | Elevation |
|-------|------------|----------|----------|--------|-----------|
| 1 | 207374.25 | 87152.51 | 20152.51 | 120.00 | 4822.00 |
| 2 | 207374.25 | 87152.51 | 20152.51 | 120.00 | 4822.00 |
| 3 | 207374.25 | 87152.51 | 20152.51 | 120.00 | 4822.00 |
| 4 | 207374.25 | 87152.51 | 20152.51 | 120.00 | 4822.00 |
| 5 | 207374.25 | 87152.51 | 20152.51 | 120.00 | 4822.00 |
| 6 | 207374.25 | 87152.51 | 20152.51 | 120.00 | 4822.00 |
| 7 | 207374.25 | 87152.51 | 20152.51 | 120.00 | 4822.00 |
| 8 | 207374.25 | 87152.51 | 20152.51 | 120.00 | 4822.00 |
| 9 | 207374.25 | 87152.51 | 20152.51 | 120.00 | 4822.00 |
| 10 | 207374.25 | 87152.51 | 20152.51 | 120.00 | 4822.00 |
| 11 | 207374.25 | 87152.51 | 20152.51 | 120.00 | 4822.00 |
| 12 | 207374.25 | 87152.51 | 20152.51 | 120.00 | 4822.00 |
| 13 | 207374.25 | 87152.51 | 20152.51 | 120.00 | 4822.00 |
| 14 | 207374.25 | 87152.51 | 20152.51 | 120.00 | 4822.00 |
| 15 | 207374.25 | 87152.51 | 20152.51 | 120.00 | 4822.00 |
| 16 | 207374.25 | 87152.51 | 20152.51 | 120.00 | 4822.00 |
| 17 | 207374.25 | 87152.51 | 20152.51 | 120.00 | 4822.00 |
| 18 | 207374.25 | 87152.51 | 20152.51 | 120.00 | 4822.00 |
| 19 | 207374.25 | 87152.51 | 20152.51 | 120.00 | 4822.00 |
| 20 | 207374.25 | 87152.51 | 20152.51 | 120.00 | 4822.00 |

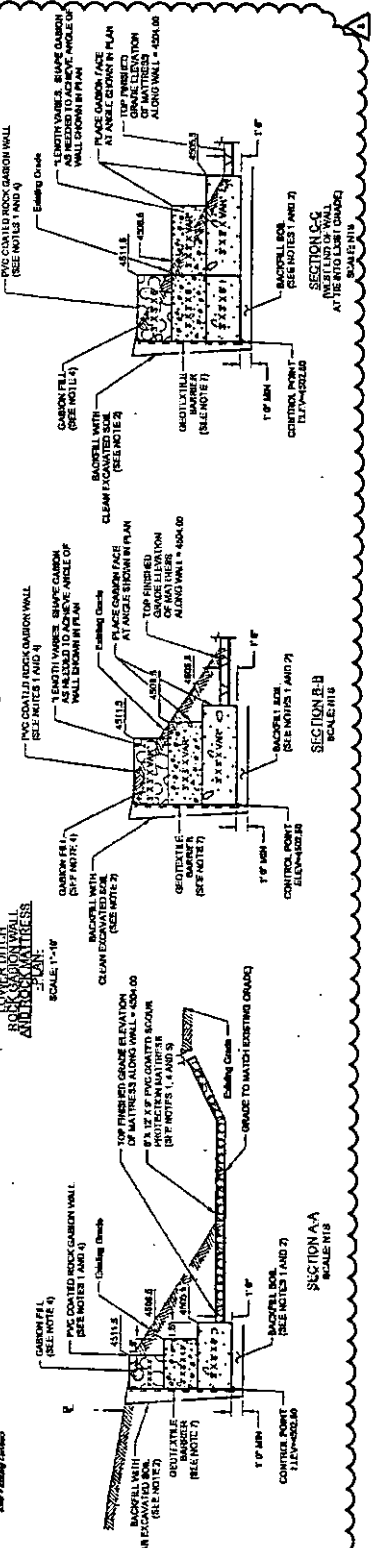
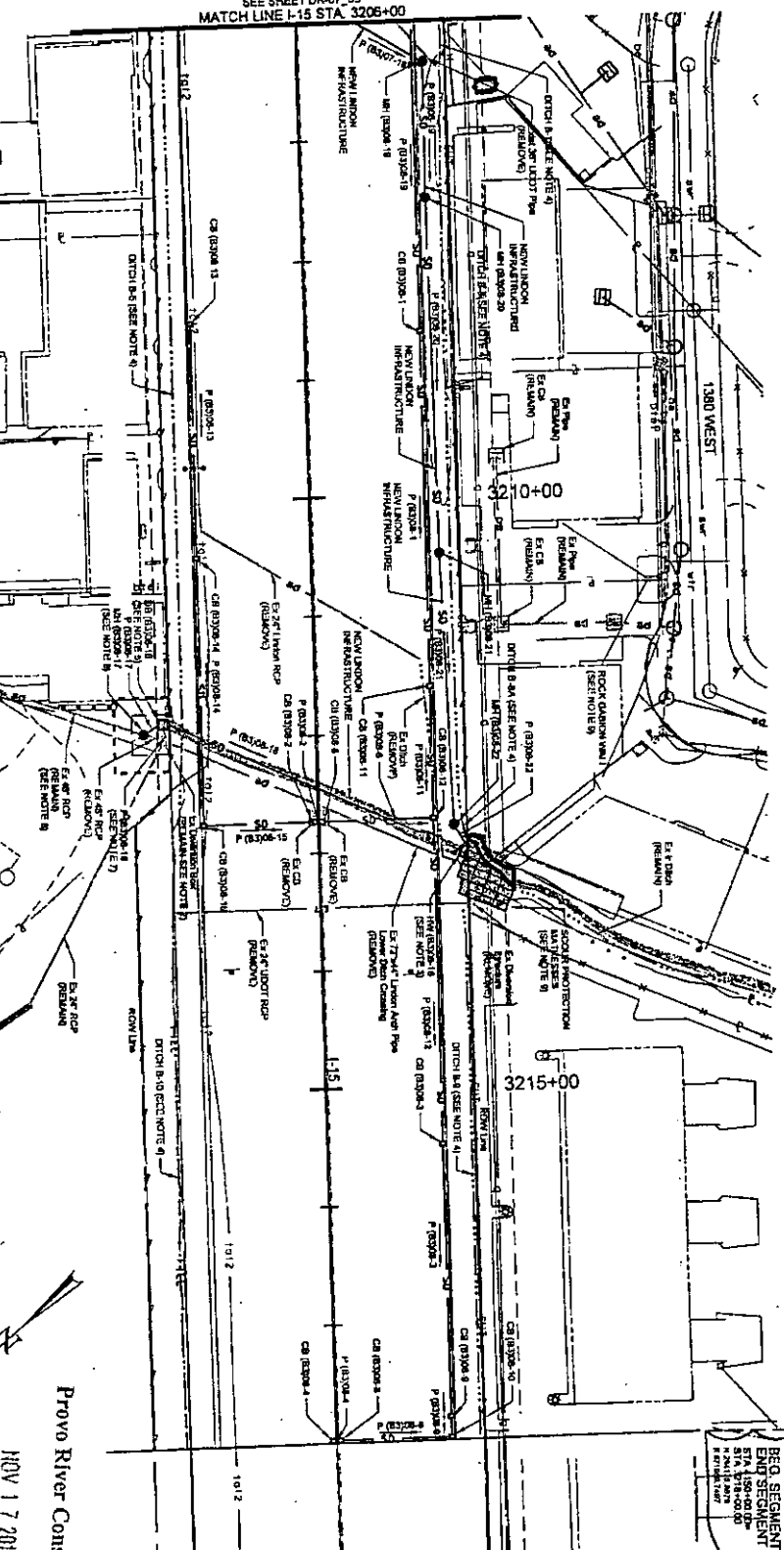


EXHIBIT "B"

SEE SHEET DR-07_03
MATCH LINE I-15 STA. 3206+00

| Station | Structure | Span | Length (ft) | Notes | Alignment | Station | Notes |
|---------|-------------|------|-------------|-------|-----------|---------|-------|
| 3206+00 | Box Culvert | 12 | 282 | 1:15 | 3206+00 | 3206+00 | 1:15 |
| 3206+10 | Box Culvert | 12 | 282 | 1:15 | 3206+10 | 3206+10 | 1:15 |
| 3206+20 | Box Culvert | 12 | 282 | 1:15 | 3206+20 | 3206+20 | 1:15 |
| 3206+30 | Box Culvert | 12 | 282 | 1:15 | 3206+30 | 3206+30 | 1:15 |
| 3206+40 | Box Culvert | 12 | 282 | 1:15 | 3206+40 | 3206+40 | 1:15 |
| 3206+50 | Box Culvert | 12 | 282 | 1:15 | 3206+50 | 3206+50 | 1:15 |
| 3206+60 | Box Culvert | 12 | 282 | 1:15 | 3206+60 | 3206+60 | 1:15 |
| 3206+70 | Box Culvert | 12 | 282 | 1:15 | 3206+70 | 3206+70 | 1:15 |
| 3206+80 | Box Culvert | 12 | 282 | 1:15 | 3206+80 | 3206+80 | 1:15 |
| 3206+90 | Box Culvert | 12 | 282 | 1:15 | 3206+90 | 3206+90 | 1:15 |
| 3207+00 | Box Culvert | 12 | 282 | 1:15 | 3207+00 | 3207+00 | 1:15 |



- NOTES:**
1. FOR REPAIR LAYOUT SEE DETAIL SHEET DR-07_04 AS
 2. EXISTING PROPOSED ROUTE TO REMAIN IN PLACE, PLACE EXISTING AND NEW INFRASTRUCTURE WITH CONCERTE CURBS AND SIDEWALKS TO MATCH EXISTING INFRASTRUCTURE FOR NEW R/W.
 3. SEE DETAIL SHEET DR-07_05 FOR REPAIR LAYOUT
 4. SEE DETAIL SHEET DR-07_06 FOR REPAIR LAYOUT
 5. SEE DETAIL SHEET DR-07_07 FOR REPAIR LAYOUT
 6. SEE DETAIL SHEET DR-07_08 FOR REPAIR LAYOUT
 7. DETAIL LAYOUT FOR 24" RCP PIPE INFERT BY -4007.03 INFERT OUT -4007.73
 8. DETAIL LAYOUT FOR 36" RCP PIPE INFERT BY -4007.03 INFERT OUT -4007.73
 9. SEE DETAIL SHEET DR-07_09 FOR REPAIR LAYOUT
 10. SEE DETAIL SHEET DR-07_10 FOR REPAIR LAYOUT

UNION CITY
APPROVED FOR CONSTRUCTION
11/17/10
JWA

Released for Construction
NOV 17 2010
Provo River Construction

REVISIONS
REQ. SEGMENT A
END SEGMENT B3
STA 1430+00 TO
STA 1438+00
REVISION 1

I-15, UTAH COUNTY CORRIDOR EXPANSION
ROAD & BRIDGE CONSTRUCTION
MP-115-8(178)245
DRAINAGE PLAN

UTAH DEPARTMENT OF TRANSPORTATION

APPROVED: *Jeffrey J. McBride*
PROFESSIONAL ENGINEER

DRAWN BY: JWA
CHECKED BY: JWA
DATE: 11/17/10

| NO. | DATE | APPROVED BY | REVISIONS |
|-----|----------|-------------|---|
| 1 | 11/17/10 | JWA | FINAL PACKAGE-REVISE NOTES |
| 2 | 11/17/10 | JWA | INDICATE R/O DPE RE-INFORCEMENT NEW H.W. LOCATION |
| 3 | 11/17/10 | JWA | INDICATE R/O |
| 4 | 11/17/10 | JWA | INDICATE R/O |