

**WHEN RECORDED MAIL TO:**

Questar Pipeline Company  
P.O. Box 45360, Right-of-Way  
Salt Lake City, UT 84145-0360  
1000CKD.sup

**ENTRY NO. 00823527**

08/23/2007 11:33:32 AM B: 1884 P: 1992

Easements PAGE 1/15

ALAN SPRIGGS, SUMMIT COUNTY RECORDER

FEE 90 00 BY QUESTAR PIPELINE COMPANY



*Space above for County Recorder's use*  
**PARCEL I.D.# WPL-10,  
WPL-Outparcel 1, WPL-Trailhead  
Parcel, WPL-Common Area**

**SUPPLEMENTAL EASEMENT AGREEMENT  
WY00150**

This Supplemental Easement Agreement ("Agreement") is entered into between **THE WOODS OF PARLEY'S LANE, INC.**, a Utah Corporation (Grantor) and **QUESTAR PIPELINE COMPANY**, a Utah corporation (Grantee).

**RECITALS**

A. Grantee acquired the following Rights-of-Way and Easements (Easements) under those certain Right-of-Way and Easement Grants (Grants) dated March 20, 1929, and recorded as Entry #42554, Book G miscellaneous, at Page 225 and Entry #79168, in Book Z miscellaneous, at Page 570, respectively, in the Summit County Recorder's Office. The Grants are attached hereto as Exhibits "A" and "B".

Land of the Grantor located in Section 10, Township 1 South, Range 3 West, Salt Lake Base and Meridian;

B. Grantor is the owner of certain parcel(s) of real estate referenced in Section 1 below.

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

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 construct a certain road, and make permanent a previously constructed bridge, (Improvements) within the boundaries of the Easement as per Grantor's plans and specifications for The Woods of Parley's Lane. The roadway plan is attached hereto as Exhibit "C". The bridge construction plan is attached hereto as Exhibit "D". Grantor acknowledges that this Agreement does not contemplate the relocation of any of Grantee's facilities. All finish grades over the existing pipeline must exceed 36 inches of cover and are not to exceed 60 inches of cover. Grantor shall be responsible for all liabilities and obligations assumed by Grantor under this Agreement.

The Easement being described as:

A 30.0 foot wide Right-of-way and Easement extending through and across the following described land and premises as follows, to wit:

Lot 10 , Outparcel 1, Trailhead Parcel, Common Areas and Roadways within The Woods of Parley's Lane Subdivision, according to the official plat on file with the Summit County Recorder, State of Utah.

Said Easement and Right-of-Way located in Section 10, Township 1 South, Range 3 East, Salt Lake Base and Meridian; as it applies to The Woods of Parley's Lane Subdivision.

2. Grantor acknowledges that Grantee operates and maintains two high-pressure natural gas pipelines (ML14, 20" and ML2, 24") within the Easement areas. Prior to any construction of the Improvements, Grantor shall have the Easement areas "blue-staked" and shall take all necessary preventative measures to ensure that the Improvements do not cause damage to Grantee's facilities. Any damage to Grantee's facilities shall be immediately reported by telephone to Grantee at 1-800-300-2025; immediate reporting shall also be made to emergency officials at 911 if the damage results in a release of natural gas.

3. Grantee may, at its sole discretion, choose to have a representative present during all construction activities. Grantor shall provide 48 hours advance notification prior to the commencement of any construction activities within the Easement. Notification shall be given to Steve Robinson (801) 324-4600 or Mark Ransdell (307) 783-4903.

4. Grantor acknowledges and agree that in the event Grantee has the need to inspect, maintain, relocate, reconstruct, or modify its 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. 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 60 (sixty) days after receipt of invoice. Any subsequent replacement or reconstruction of the Improvements shall be at Grantor's sole cost and expense.

5. Grantor acknowledges and agree that Grantee maintains all rights under the Grant, including unlimited ability to install and maintain pipeline marker signs within the Easement, to access the Easement without impediment, to excavate the pipeline and otherwise disturb the Improvement (e.g. corehole drilling roadways, pavement cuts, etc.) as a result of pipeline-related operating and maintenance activities.

6. Grantor acknowledges and agree that structures, sheds, fences, trees, rock walls and other types of encroachments within the Easement are inconsistent with Grantee's rights under the Grant and may pose a nuisance to public safety. Grantor shall not permit or allow to be permitted any installation of such encroachments within the Easement, and shall immediately remove and remedy any such encroachments to the satisfaction of Grantee.

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 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.

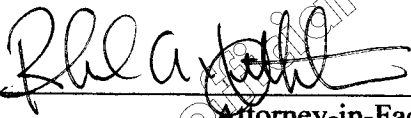
This Agreement shall be binding upon and inure to the benefit of the successors and assigns of Grantor and the successors and assigns of Grantee, and may be assigned in whole or in part by Grantee.

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 2nd day of August, 2007.

QUESTAR PIPELINE COMPANY

By-



Attorney-in-Fact

THE WOODS OF PARLEY'S  
LANE, INC.

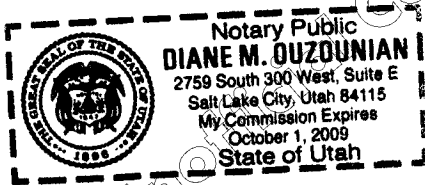


ROGER J. KNIGHT, President

STATE OF UTAH )

COUNTY OF Salt Lake ) ss.

On the 2 day of August, 2007, personally appeared before me ROGER J. KNIGHT, who being duly sworn did say that he is the President of THE WOODS OF PARLEY'S LANE, INC., and that the foregoing instrument was signed on behalf of said corporation by authority of a resolution of its board of directors of its bylaws, and said ROGER J. KNIGHT acknowledged to me that said corporation duly executed the same.

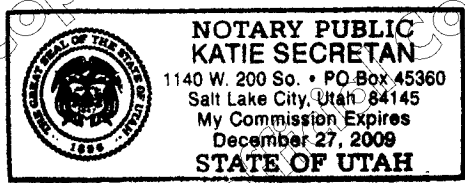


[Signature]  
Notary Public

STATE OF UTAH )

COUNTY OF SALT LAKE ) ss.

On the 21<sup>st</sup> day of August, 2007, personally appeared before me Richard A. Hellstrom, who, being duly sworn, did say that he is Attorney-in-Fact for QUESTAR PIPELINE 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 attached hereto.



[Signature]  
Notary Public

QUESTAR PIPELINE COMPANY

CERTIFICATE OF ASSISTANT SECRETARY

I, Abigail L. Jones, do hereby certify that I am the Assistant Secretary of Questar Pipeline Company, a Utah corporation (the "Company"), and that the following is a true and complete copy of a resolution of the Board of Directors of the Company that was duly adopted at a meeting thereof, duly held on October 21, 2004, at which a quorum was present and acting throughout, and that such resolution has not been modified, amended, or rescinded and is in full force and effect on the date hereof.

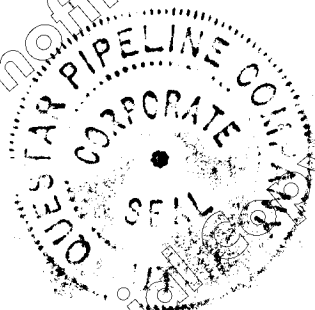
WHEREAS, Company employees who function as property agents have been appointed to serve as attorneys-in-fact for specified transactions; and

WHEREAS, the Company's officers are recommending that Mark A. Johnson be included with the list of employees who have been so appointed.

NOW, THEREFORE, BE IT RESOLVED, that effective October 21, 2004 Mark A. Johnson be included with Richard A. Hellstrom, Todd C. Cassity and David A Ingleby as individuals who are each authorized to act as attorney-in-fact for the Company with the power to execute and deliver, in the name and on behalf of the Company, right-of-way and easement agreements, licenses, permits, quit-claim deeds for the right-of-way and fee property, subordination agreements, and utility easement disclaimers.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Company this 22<sup>nd</sup> day of November, 2004.

  
Abigail L. Jones  
Assistant Secretary



OPTIONAL FORM NO. 7

824

221

UNIFORM FORM

# RIGHT OF WAY GRANT

KNOW ALL MEN BY THESE PRESENTS:

Christina

That James R. Rasmussen, Administrator of the Estate of ~~Marie~~ Rasmussen, Deceased

of the County of Summit, State of Utah, first part 7, for and

in consideration of the sum of Ten DOLLARS

in hand paid by UINTA PIPE LINE COMPANY, second party, the receipt of which is hereby acknowledged has granted and leased by these presents do us grant and lease unto said UINTA PIPE LINE COMPANY, second party, its successors or assigns, a right of way to lay, maintain, operate, repair or remove a pipe line or pipe lines and erect, maintain, operate, repair or remove telephone or telegraph lines, if same shall be found necessary, over, through, across and upon the lands described as follows:

The North half of the Northeast quarter of Section Two

in Township One, South, Range Three East Salt Lake Base and Meridian in Summit County, State of Utah, with ingress and egress to and from the same

The said grantor has heirs, legal representatives and assigns, to fully use and enjoy the said premises except for the purpose hereinbefore granted to the said UINTA PIPE LINE COMPANY, which hereby agrees to pay any damages which may arise from the laying, erecting, maintaining, operating, repairing or removing said pipe, telephone or telegraph line or lines or any part or parts thereof.

This grant and easement shall at all times be deemed to be, and shall be a continuing covenant running with the land and shall be binding upon the heirs, legal representatives and assigns of the first part herein.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 20th day of March, A. D. 1929.

Signed, sealed and delivered in presence of

The Estate of Christina Rasmussen

By James R. Rasmussen (Seal)

Administrator (Seal)

STATE OF Utah )  
COUNTY OF Summit ) ss.

On the 20th day of March, A. D. 1929, personally appeared before me James R. Rasmussen, Administrator of the Estate of Christina Rasmussen, Deceased, the signer of the above instrument, who duly acknowledged to me that he executed the same.

My commission expires:

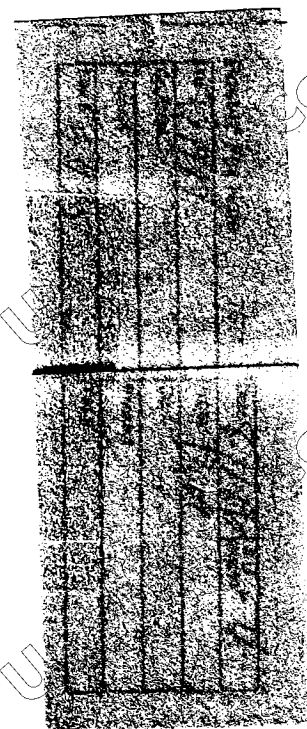
July 2, 1933.

M. A. [Signature]  
Notary Public residing at

Salt Lake City,

State of Utah.

EXHIBIT "A"



## RECORDER'S NOTE

LEGIBILITY OF WRITING, TYPING OR PRINTING UNSATISFACTORY IN THIS DOCUMENT WHEN RECEIVED.

EXHIBIT "A"

821

42554

Entry No. 42554  
RECORDED AT THE REQUEST OF

Utah Pipe Line Co.

April 26 A.D. 1929

at 10 o'clock A.M. in

Book 9 of Maps

of Page 225

Utah Pipe Line Co.

Recorder, Summit County, Utah,

fees \$ 0.00

SEARCHED ✓  
INDEXED ✓  
SERIALIZED ✓  
FILED ✓  
MAY 1 1929  
480

UTAH PIPE LINE CO. RECORDS  
CHECKED BY  
*H.C. Hocking*  
Engineering Department  
EXAMINED AND APPROVED  
*Frank McEachy*  
INGEBRETSEN, RAY & RAWLINS  
Surveyors  
Summit County, Utah

08/11/06 08:36 FAX 8013243803

QUESTAR REGULATED SERV

MOUNTAIN FUEL SUPPLY COMPANY  
UTAH  
2147

MFS No. LA 11-46

**RIGHT-OF-WAY GRANT**

FOR AND IN CONSIDERATION OF TEN Dollars, in hand paid, the receipt whereof is hereby acknowledged, GERWIN P. BAILEY and BERTHA B. BAILEY, his wife, of Salt Lake City, Utah, themselves, their heirs, executors, administrators, successors and assigns grant and release to MOUNTAIN FUEL SUPPLY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Utah, its successors and assigns, the right-of-way to lay, maintain, operate, inspect, repair and remove pipe lines, ~~and other facilities and structures as may be necessary or convenient for the operation, maintenance, inspection, protection and repair of said lines over and through lands in Township 1 South, Range 3 East / S.L.M. Summit, County of Utah~~ together with such stations, meter houses, and other facilities and structures as may be necessary or convenient for the operation, maintenance, inspection, protection and repair of said lines over and through lands in Township 1 South, Range 3 East / S.L.M. Summit, County of Utah State of Utah bounded and described as follows:  
N-NE-2 section 10

*Handwritten initials: D.W. S.B.*

**EXHIBIT 'B'**

Including the waiver and release of the right of homestead, with the right of ingress and egress to and from the same. The aforesaid GERWIN P. and BERTHA B. BAILEY to fully use and enjoy the said premises except for the purposes hereinafore granted to the said MOUNTAIN FUEL SUPPLY COMPANY, which hereby agrees to pay any damages which may arise to the crops or fences from the laying, erecting, maintaining, operating, inspecting, repairing or removing of said pipe, telegraph and telephone lines, and other facilities and structures. Said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one of whom to be appointed by the said MOUNTAIN FUEL SUPPLY COMPANY, its successors or assigns, one by the said GERWIN P. and BERTHA B. BAILEY their heirs, legal representative, successor or assigns, and the third by the two so appointed as aforesaid, and the award of such three persons or any two of them shall be final and conclusive. Should more than one pipe line be laid under this grant at any time, a like consideration will be paid for each line so laid in addition to the damages above provided for.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 4th day of May, 1949.

Signed Sealed and Delivered in the presence of:

*Handwritten signature: D.W. Smedley*

*Handwritten signatures: Gerwin P. Bailey, Bertha B. Bailey*

INDIVIDUAL - UTAH

STATE OF UTAH  
COUNTY OF SALT LAKE ss.

On the 4th day of MAY, 1949, personally appeared before me

GERWIN P. BAILEY and BERTHA B. BAILEY, the signers

of the above instrument and duly acknowledged that they executed the same.

My Commission Expires NOV. 6, 1950

*Handwritten signature of Notary Public*  
Notary Public  
Residing at SALT LAKE CITY, UTAH

INDIVIDUAL - WYOMING

STATE OF WYOMING  
COUNTY OF \_\_\_\_\_ ss.

On the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me the undersigned, a notary public, personally appeared \_\_\_\_\_

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that \_\_\_\_\_ executed the same as \_\_\_\_\_ free act and deed for the uses and purposes therein set forth (including the waiver and release of the right of homestead, the said wife having been by me fully apprised of her right and the effect of signing and acknowledging said instrument.)

My Commission Expires \_\_\_\_\_

Notary Public.

*Handwritten mark: K*



Notary Public

On the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me personally appeared \_\_\_\_\_, known to me personally, who, being by me duly sworn, did say that he is the \_\_\_\_\_ of \_\_\_\_\_, a corporation organized under the laws of the State of Wyoming, and that said instrument was filed and sealed on behalf of said corporation by authority of its Board of Directors and said \_\_\_\_\_ acknowledged said instrument to be the true act and deed of said corporation.

My commission expires on the \_\_\_\_\_ day of \_\_\_\_\_, A. D. 19\_\_\_\_.

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My commission expires on the \_\_\_\_\_ day of \_\_\_\_\_, A. D. 19\_\_\_\_.

EXHIBIT "P"

STATE OF UTAH  
COUNTY OF \_\_\_\_\_  
2147

RIGHT OF WAY

From \_\_\_\_\_  
To  
MOUNTAIN FUEL SUPPLY  
COMPANY

Block \_\_\_\_\_  
79168

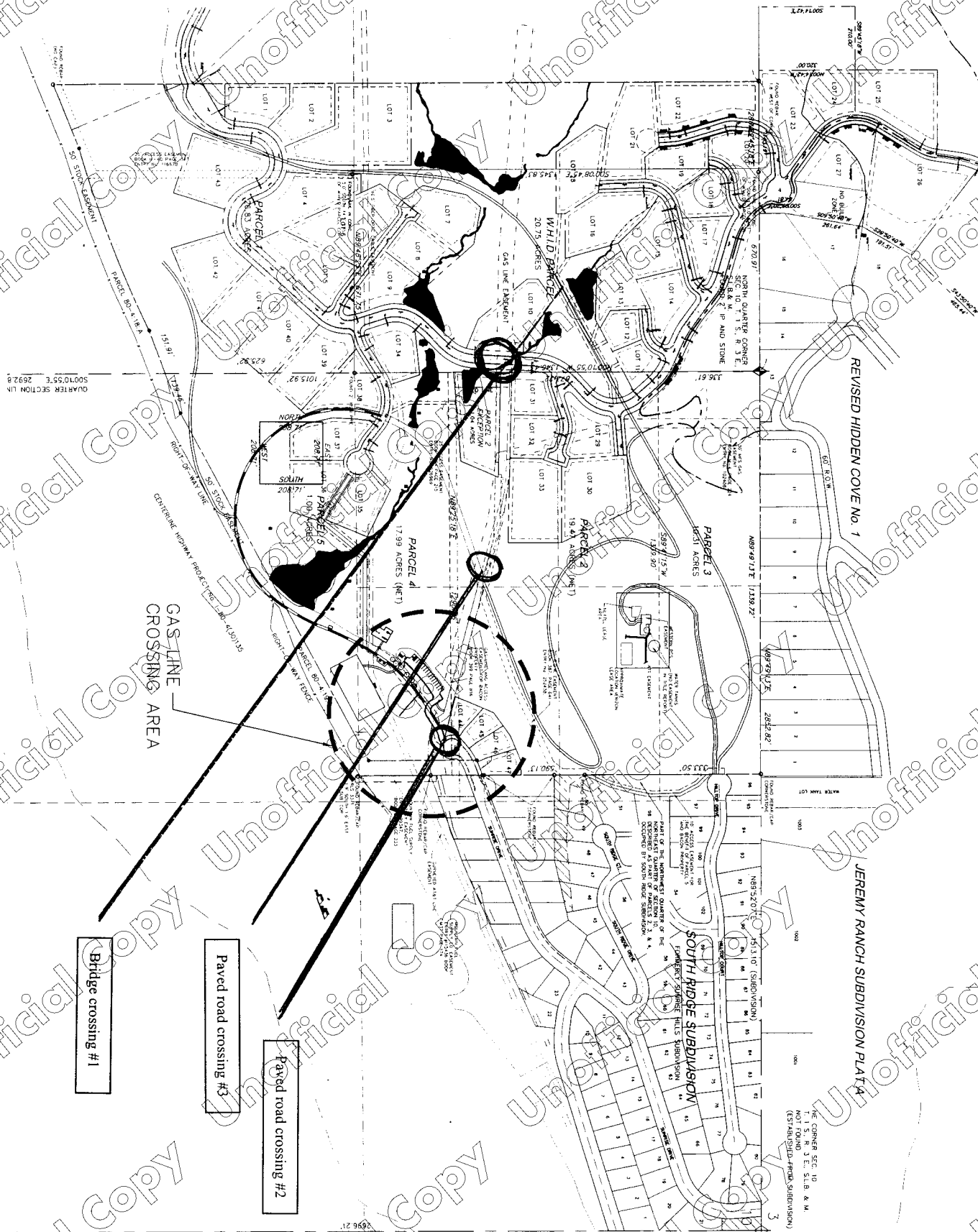
Mr. Paul Supply Co  
Del. 25

2 o'clock P.M.

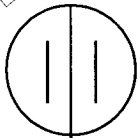
570  
Mrs. R. J. Jua

STATE OF UTAH

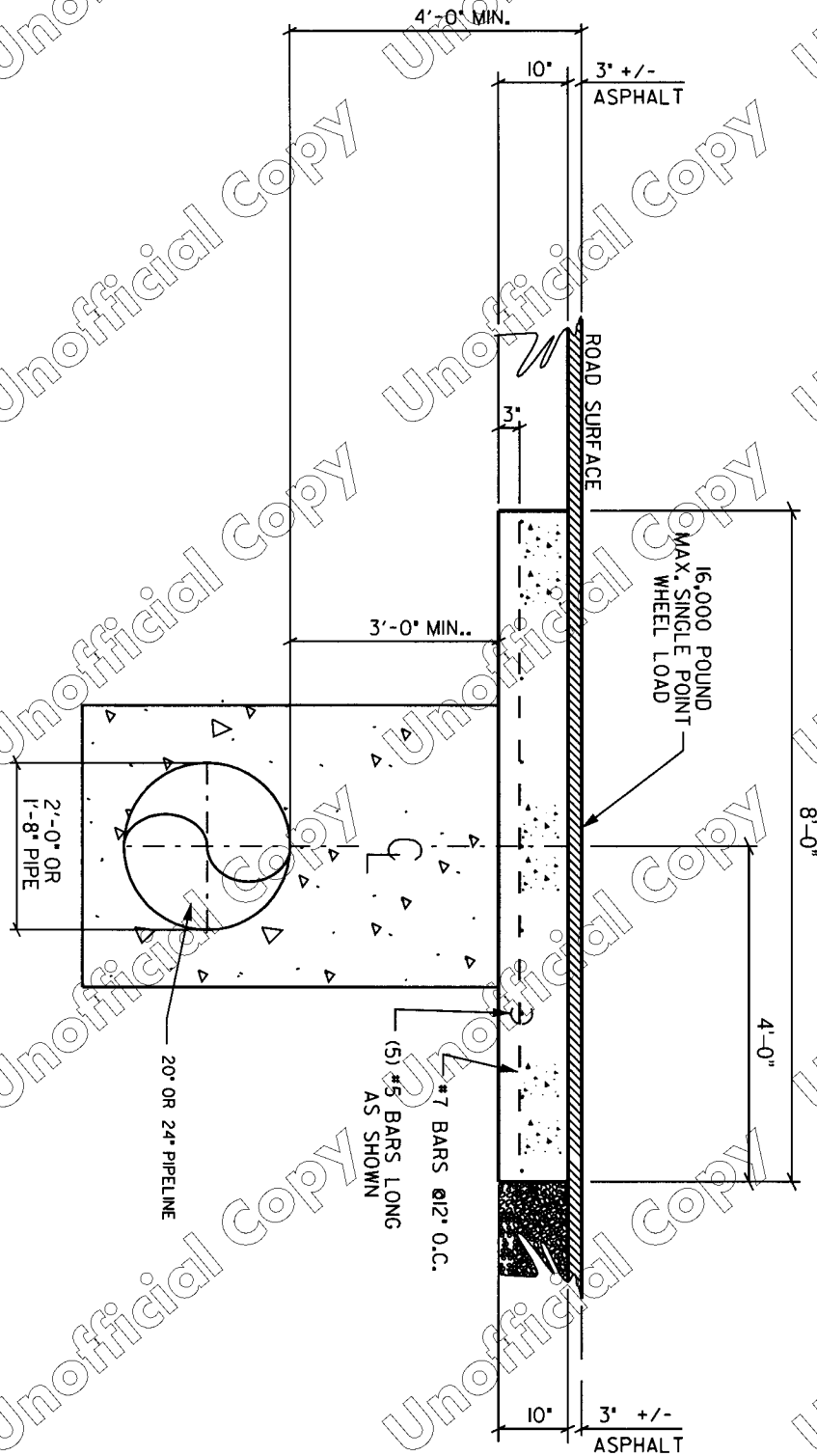
**ML #2 & ML #14 ROAD CROSSING LOCATIONS AT THE WOODS OF PARLEY'S LANE SUBDIVISION**



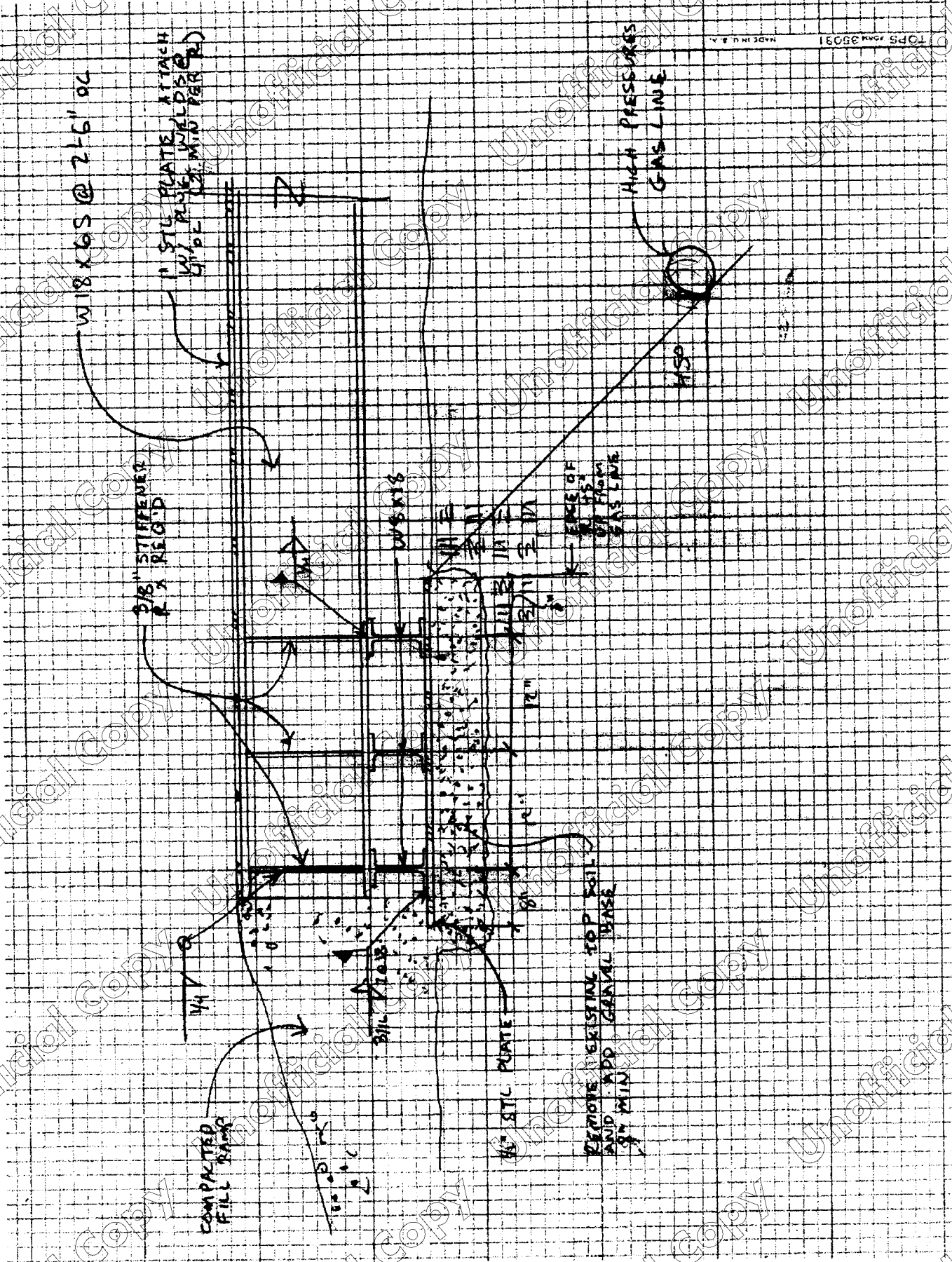
**EXHIBIT C**




ML #2 & ML #14 ROAD CROSSING AT  
THE WOODS AT PARLEYS SUBDIVISION  
SCALE: NONE



**EXHIBIT "C"**



**EXHIBIT "D"**

 <b>CALDER RICHARDS</b> CONSULTING ENGINEERS	JOB TITLE	Woods @ Parleys Lane BY SDC	DATE	Aug '06
	SUBJECT	Temporary Bridge	CHECKED	SHEET
			OF	

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28

CLIENT: EBE Group

SCOPE: Design temporary bridge to span over two high pressure gas lines. Span is to be 14'. See attach sketch from EBE for design requirements

DESIGN:

Water truck total wt = 150,000 lbs

max wheel load = 62 kips / Tire contact area is 3' x 3'

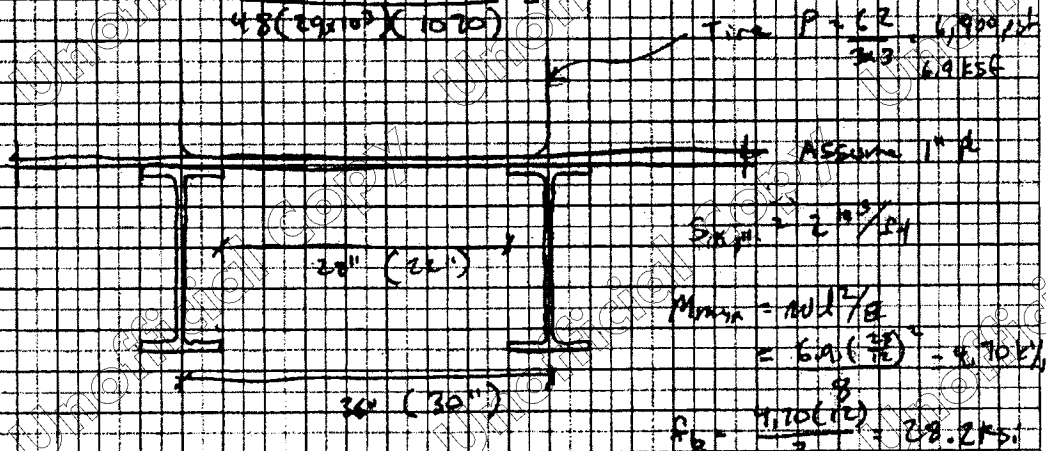
Assume point load at mid span = 62 kips is carried by two beams

$$M_{max} = \frac{3l(14)^2}{4} = 147.25 k'$$

Assume unbraced entire span

W18x65 C.E. = 159A

$$\Delta = \frac{3l(14)^3}{48(29,000)(1000)} = 0.25$$



Tire P = 62 kips  
 $\frac{62}{3 \times 3} = 6.9 k/ft^2$

ASSUME 1" PL

$$S_x = 2 \times 10^3 / 24$$

$$M_{max} = 147.25 / E$$

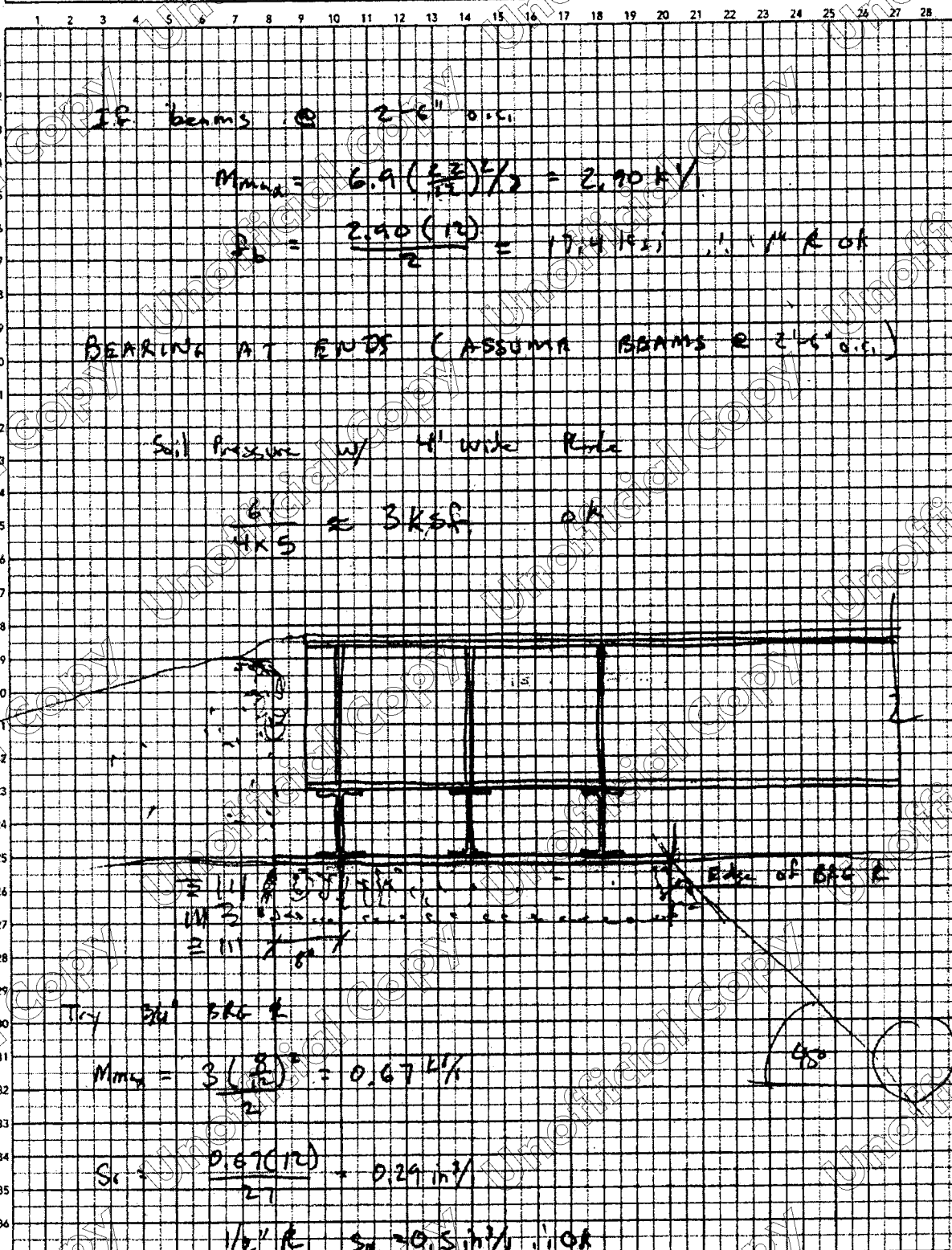
$$= 6.21 \left( \frac{30}{24} \right)^2 = 9.70 k'$$

$$F_b = \frac{1.10(10)}{2} = 28.2 k$$

IF GA 36 k;  $F_b = 0.75(36) = 27 k$ ;  $N_6$ ;  $F_b = 37.5 k$ ; 10k

# EXHIBIT "D"

 <b>CALDER RICHARDS</b> CONSULTING ENGINEERS	JOB TITLE	BY	DATE
	SUBJECT	CHECKED	SHEET OF



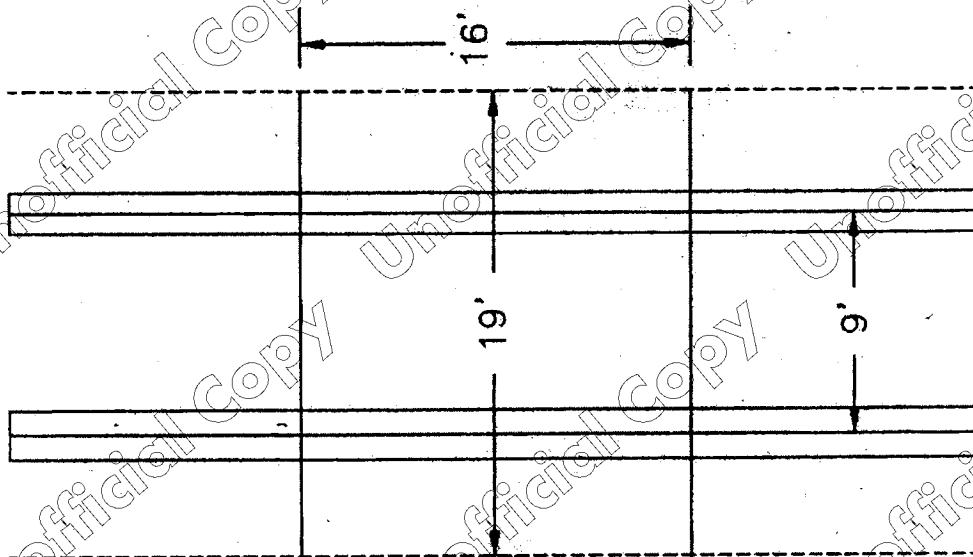
# EXHIBIT "D"



DEPTH OF LINES  
ESTIMATED TO BE  
44" TO 47" ACTUAL  
DEPTH UNKNOWN

20" HIGH PRESSURE  
GAS LINE (500 PSI)

24" HIGH PRESSURE  
GAS LINE (500 PSI)



NEED TO BE ABLE TO  
DRIVE A 150,000 LB  
LOADED WATER TRUCK  
OVER HIGH PRESSURE  
GAS PIPES. WATER  
TRUCK HAS 4 WHEELS  
WITH FRONT WHEELS  
CARRYING 62 KIPS EACH

IF 19' SPAN IS TO  
BE GREAT OR COST  
PROHIBITIVE A BEAM MAY  
BE ABLE TO BE PLACED  
EQUI-DISTANT BETWEEN  
PIPES.

NEED TEMPORARY BRIDGE  
TO SPAN 19' (5' EACH  
SIDE) OVER PIPELINES

# EXHIBIT "D"