

WHEN RECORDED MAIL TO.

Questar Regulated Services Company
P.O. Box 45360, Right-of-way
Salt Lake City, UT 84145-0360
2639blow sup

RECORDED
NOV 02 2004

E 2028836 B 3657 P 178
RICHARD T. MAUGHAN, DAVIS CNTY RECORDER
2004 NOV 2 8:02 AM FEE 20.00 DEP MT
REC'D FOR QUESTAR

SE-4-4N-1W

Space above for County Recorder's use
PARCEL I.D.# 09-013-0133

SUPPLEMENTAL EASEMENT AGREEMENT
UT 15985

This Supplemental Easement Agreement ("Agreement") is entered into between **GARY E. BLOWERS and HARRY MARK LAMBERT**, ("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 July 12, 1985 and recorded April 19, 1989 as Entry #855099, in Book 1287, at Page(s) 1021, in the Davis County Recorder's Office. The Grant is attached hereto as Exhibit "A".

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

Beginning at a point West 610.00 feet and North 983.00 feet of the Southeast Corner of said Section 4; thence West 435.00 feet; thence North 331.00 feet; thence East 435.00 feet; thence South 331.00 feet, to the point of beginning.

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 construct a 12" PVC storm drain and asphalt paving ("Improvements") within the boundaries of the Easement. The Improvements shall be constructed in accordance with Grantor's construction plans attached hereto as Exhibit "B" L 2028838 # 3657 P 179

2. Grantor acknowledges that Grantee maintains a 14" high pressure 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. A minimum of 3' of cover from top of pipe to final grade shall be maintained within the Easement area.

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 Improvements 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. Any subsequent replacement or reconstruction of the Improvements shall be at Grantor's sole cost and expense.

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 20 day of October, 2004.

QUESTAR GAS COMPANY

M. a

By:

~~_____~~
Attorney-in-Fact

Rhul

Attorney-in-Fact

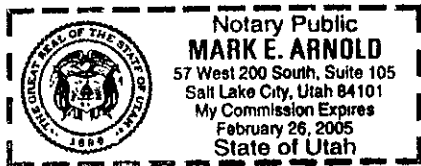
Gary E. Blowers
Gary E. Blowers

Harry Mark Lambert 19 Oct 04
Harry Mark Lambert

STATE OF UTAH)
) ss.
COUNTY OF DAVIS)

E 2028836 B 3657 P 180

On the 20th day of October, 2004, personally appeared before me
Gary E. Blowers
the signer(s) of the foregoing instrument, who duly acknowledged to me that he/she/they
executed the same.

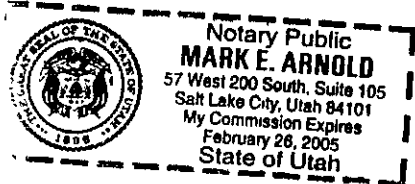


[Signature]

Notary Public

STATE OF UTAH)
) ss.
COUNTY OF DAVIS)

On the 19th day of October, 2004 personally appeared before me
HARRY MARK LAMBERT
the signer(s) of the foregoing instrument, who duly acknowledged to me that he/she/they
executed the same.

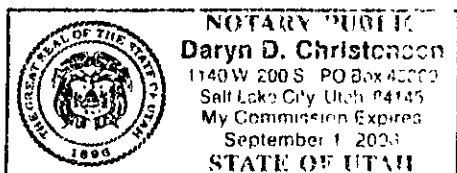


[Signature]

Notary Public

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

On the 30th day of October, 2004, personally appeared before
me Richard A. Hellstrom, 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 #1515337, at Book 2501, Page 173, in the
Office of the Davis County Recorder.



[Signature]

Notary Public

RIGHT OF WAY AND EASEMENT GRANT **UT 15985**

SE 4 4N-1W

Grantors, of Kyle W. Follett & Reva J. Follett Layton, 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 ONE DOLLARS (\$ 1.00) and other good and valuable considerations, receipt of which is hereby acknowledged, a right of way and easement 20.0 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 Davis, State of Utah, to-wit:

Land of the Grantor located in Section 4, Township 4 North, Range 1 West, 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 North 983.00 feet and West 770.00 feet from Southeast Corner of said Section 4, said point on Grantor's South property line; thence North 0°45'09" East 331.00 feet to Grantor's North property line.

09-013-0064

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 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 12 day of July, 1985.

Kyle W. Follett
Reva J. Follett

Witness

Witness

EX-855099 BK 1287 PG 1021
CAROL DEAN PAGE, DAVIS CITY RECORDER
1989 APR 19 4:13 PM FEE 7.00 DEP REC
REC'D FOR MOUNTAIN FUEL SUPPLY CO

RETURNED

STATE OF UTAH

County of Salt Lake

On the 12th day of July

before me Kenneth Flanders

1985, personal appeared APR 19 1989

the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.

Kenneth Flanders
Notary Public

My Commission expires:

Oct 28, 1985

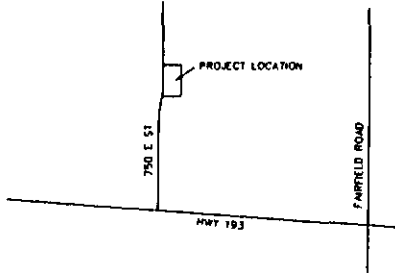
Residing at 930 R.O. Grand

RW 1 SE 5-41

RETURN TO:
MOUNTAIN FUEL SUPPLY COMPANY
P O BOX 11368
SALT LAKE CITY, UT 84139
ATTENTION RIGHT-OF-WAY
GO 308

EXHIBIT "A"

VICINITY MAP



M1 ZONE

S90°00'00"W 435.00

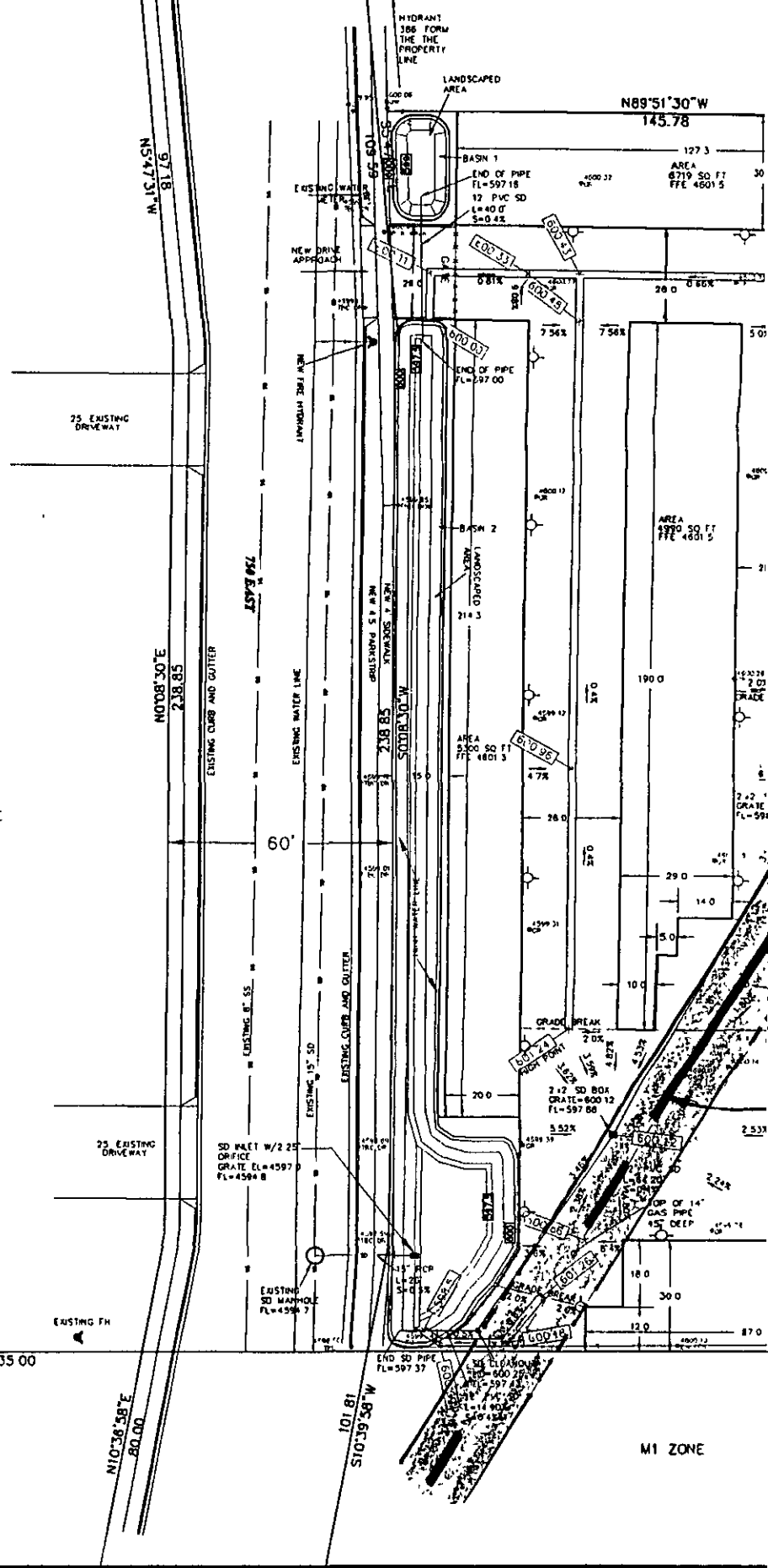
N10°36'38"E 80.00

N0°08'30"E 238.85

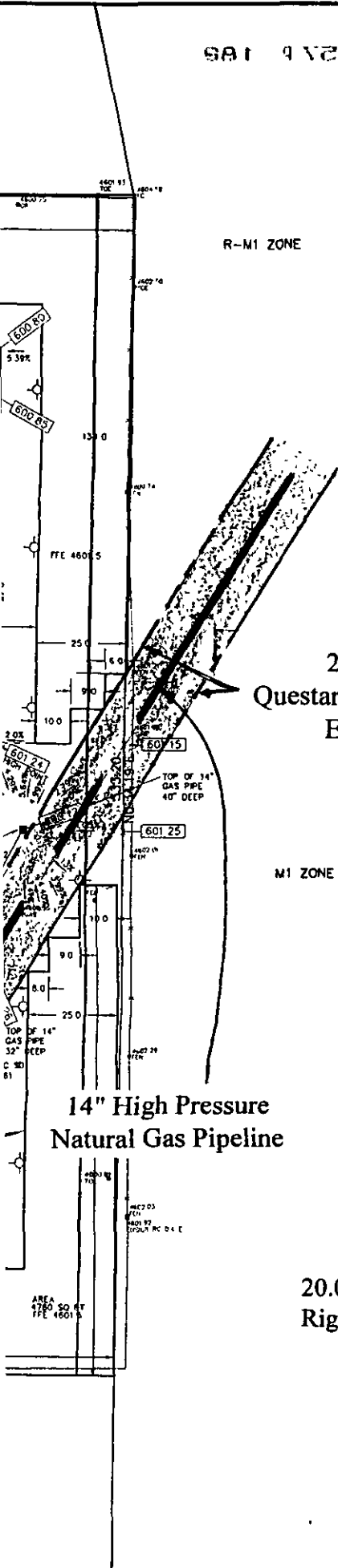
750 EAST

S10°39'58"W 101.81

N89°51'30"W 145.78



M1 ZONE



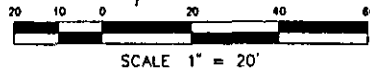
R-M1 ZONE

M1 ZONE

20.0 Foot
Questar Gas Company
Easement

14" High Pressure
Natural Gas Pipeline

20.0 Foot Questar Gas Company
Right-of-Way and Easement



AREA CALCULATIONS
 TOTAL AREA 1.08 ACRES
 HARD SURFACE 0.97 ACRES
 LANDSCAPE 0.11 ACRES

STORM DRAIN CALCULATIONS
 REQUIRED DETENTION 5,080 CU FT

BASIN 1
 AREA=356 SQ FT
 AVG DEPTH=1.0 FT @ 3:1 SLOPE
 VOLUME=229 CU FT

BASIN 2
 AREA=3080 SQ FT
 AVG DEPTH=2.5 FT @ 3:1 SLOPE
 VOLUME=4832 CU FT

PROVIDED DETENTION 5,081 CU FT

DEVELOPER
 PICA, L.L.C.
 57 W. 200 S.
 SALT LAKE CITY, UT 84101



LEGEND

- EXISTING SPOT ELEVATION 4500 TO
- EXISTING 2 FOOT CONTOUR _____
- EXISTING INDEX CONTOUR _____ 4220 _____
- PUBLIC UTILITY EASEMENT _____
- FENCE _____

150 W SODIUM VAPOR FLUSH MOUNT



H HILL & ARGYLE, Inc.
Engineering and Surveying
H A
 181 North 200 West, Suite #4, Bountiful, Utah 84010
 (801) 298-2236 Phone (801) 298-5983 Fax

TOPOGRAPHICAL SURVEY & SITE PLAN REQUESTED BY
ALLAN BRUUN

LOCATED IN THE SE QUARTER OF SECTION 4, T4N, R1W SL&BM
 LAYTON CITY, DAVIS COUNTY, UTAH

DATE	9/5/04
APPROVED STA	DATE 8/5/04
REVISION	DATE 7/12/04
DATE	9/5/04
DATE	9/5/04
SHEET	1
OF	1
SHEET NAME	MODEL
DRAWING NAME	SITEPLAN3
PROJECT NO	04-158

EXHIBIT "B"