

WHEN RECORDED MAIL TO:

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

11489553  
10/11/2012 11:50 AM \$18.00  
Book - 10065 Pg - 2218-2222  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
QUESTAR GAS COMPANY  
PO BOX 45360  
SLC UT 84145-0360  
BY: JCR, DEPUTY - WI 5 P.

*Space above for County Recorder's use*  
PARCEL I.D. #0828400005,0828400008

**SUPPLEMENTAL EASEMENT AGREEMENT**

**32087**

This Supplemental Easement Agreement ("Agreement") is entered into between the **UNITED STATES OF AMERICA**, by and through the Federal Aviation Administration (Grantor) and **QUESTAR GAS COMPANY**, a Utah corporation (Grantee). Grantor and Grantee may be collectively referred to as the Parties or individually as a Party, all as governed by the context in which such words are used.

**RECITALS**

- A. Grantee acquired the following Right-of-Way and Easement (Easement) under that certain Right-of-Way and Easement Grant (Grant) dated June 27, 1962, and recorded June 27, 1962 in the Salt Lake City Recorder's office, State of Utah.

Easement is more particularly described as follows, to wit;

Land of the Grantor located in Section 28, Township 1 North, Range 1 West, Salt Lake Base and Meridian.

**EASEMENT DESCRIPTION.** A right-of-way and easement thirty feet (30') in width, 15.0 feet on each side of the following described centerline; beginning at a point on the North line of Section 28, said point being South 89°19'32" West along the North line of Section 1,048.6 feet from the Northeast corner of said Section 28, thence South 08°04'36" East 2,469.4 feet; thence South 06°31'36" East 236.9 feet to a point which is South 83°29'44" West 704.8 feet from the East quarter corner of said Section 28; thence South 08°01'06" East 2,269.5 feet to the North fence line of 6<sup>th</sup> North Street.

- B. Grantor is the owner of a certain parcel of real estate referenced in Paragraph 1 below, which is encumbered by a portion of the Easement.
- C. Grantee owns and operates a 20" diameter natural gas pipeline (Facilities) within the Easement.

D. Grantor has constructed playground equipment (Improvements) 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. This Agreement only affects the portion of the Easement encumbering Grantor's property described herein. Grantor's property is located at approximately 2150 West 700 North, Salt Lake City, and more particularly described as follows:

COM S 89°51' 50" E 1332.11 FT & N 0°02' 38" E 1086 FT FR S 1/4 COR SEC 28, T 1N R 1W, SL MER, S 89°51' 50" E 600 FT; S 0°02' 38" W 750 FT; S 89°51' 50" E 200 FT N 0°02' 38" E 840 FT; N 89°51' 50" W 800 FT; S 0°02' 38" W 90 FT TO BEG.

BEG S 89°51' 50" E 1332.11 FT & N 0°02' 38" E 336 FT & S 89°51' 50" E 800 FT & N 0°02' 38" E 20.01 FT FR S 1/4 COR OF SEC 28, T 1N, R 1W, S L M; N 0°02' 38" E 819.99 FT; S 89°51' 50" E 137.68 FT; S 01°35' 06" W 347.92 FT; S 0°42' 43" W 443.72 FT; S 45°42' 43" W 40.7 FT; N 89°51' 30" W 94.04 FT TO BEG. 2.41 AC

2. Grantor shall have the right to retain the Improvements within the Easement according to the terms agreed to herein. Grantor and Grantee acknowledge that this Agreement does not contemplate the relocation of any of Grantee's Facilities. Grantor shall be responsible for all liabilities and obligations assumed under this Agreement.
3. Grantee has performed an inspection of its Facilities at locations where the Improvement has been constructed. The inspection concluded that no visible damage occurred to the Facilities during construction of the Improvements.
4. Grantor acknowledges and agrees that Grantee maintains all rights under the Grant including, but not limited to, unrestricted 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 to accommodate operation and maintenance activities related to the Facilities.
5. Grantor, at its sole cost and expense, shall remove and replace the Improvements to facilitate any and all of Grantee's construction activities within the Easement. In an emergency, as determined at Grantee's sole discretion, Grantee shall have the right to remove Grantor's Improvements without prior notice and without any obligation to replace or repair the Improvements.

6. Grantor acknowledges and agrees that enclosed structures, trash receptacle enclosures, trees, rock walls, brick or block walls, changes to grade and contour and other types of encroachments (Encroachments) within the Easement are inconsistent with Grantee's rights under the Grant and may pose a nuisance or a danger to public safety. Grantor shall not permit, construct, or allow to be constructed any Encroachments within the Easement without Grantee's prior written consent.
  
7. In accordance with the subject conditions , limitations, and exceptions set forth in the Federal Tort Claims Act of 1948, as amended (28 U.S.C. Sec 2671 et. Seq.) (the "1948" Act), the Government will be liable to persons, including, but not limited to directors, officers, employees, and contractors of Questar Gas Company, damaged by any personal injury, death or injury to or loss of property , which is caused by negligent or wrongful act or omission of an employee of the Government, or party acting on behalf of the Government, while acting within the scope of such employee or party's office or employment under the circumstances where a private person would be liable in accordance with the law of the place where the act or omission occurred. The foregoing shall not be deemed to extend the Government liability beyond that existing under the 1948 Act at the time of such act or omission, or to preclude the Government from using any defense available in law or in equity. Provided, however, that in no event shall Grantor be required to indemnify Grantee hereunder to the extent Damages are caused by Grantee's negligence or willful misconduct.
  
8. 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 9<sup>th</sup> day of October, 2012.

**QUESTAR GAS COMPANY**

By:   
Attorney-in-Fact

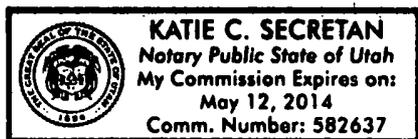
UNITED STATES OF AMERICA

Albert L. Lee

Title: FAA REAL ESTATE  
CONTRACTING OFFICER

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

On the 9<sup>th</sup> day of October, 2012, 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 #9269435, at Book 9081, Page 8677, in the Office of the Salt Lake County Recorder.



Katie C Secretan  
Notary Public

STATE OF Washington )  
 )ss.  
COUNTY OF King )

On the 3 day of October, 2012, personally appeared before me Albert L. Lee, the signer(s) of the foregoing instrument, who duly acknowledged to me that he/she/they executed the same.



Deborah G. Christin  
Notary Public



**U.S. Department  
of Transportation**

**Federal Aviation Administration**

**Northwest Mountain Region**  
Colorado, Idaho, Montana,  
Oregon, Utah, Washington, Wyoming

1601 Lind Avenue, S. W.  
Renton, Washington 98057-3356

October 3, 2012

Katie Secretan  
Questar Gas Property and Right-of-Way - DNR217  
P.O. Box 45360  
Salt Lake City, UT 84145

Dear Ms. Secretan:

Subject: Gas Utility Easement Agreement Supplement, FAA Child Care Facility  
802 N 2200 W, Salt Lake City, UT

Enclosed are two Questar Supplemental Easement Agreement documents with  
notarized FAA signature.

Please return one original fully executed supplemental easement agreement to  
the address below for our records:

Federal Aviation Administration  
Attn: Albert L. Lee  
Real Estate & Utilities Group, ANM-53  
1601 Lind Avenue S.W.  
Renton, WA 98057-3356

If you have any questions, please do not hesitate to contact me at (425) 227-  
2849 or via email at [albert.lee@faa.gov](mailto:albert.lee@faa.gov)

Thank you.

Albert L. Lee  
Contracting Officer  
Real Estate & Utility Group

Enclosures

***"Expect Excellence"***

BK 10065 PG 2222