

WHEN RECORDED MAIL TO:
Questar Gas Company
P.O. Box 45360, Right-of-Way
Salt Lake City, UT 84145-0360

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04/10/2015 02:56 PM \$22.00
Book - 10313 Pg - 7606-7612
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
QUESTAR GAS COMPANY
PO BOX 45360
SLC UT 84145-0360
BY: SSP, DEPUTY - WI 7 P.

Space above for County Recorder's use
PARCEL I.D. 08-28-200-012

**SUPPLEMENTAL EASEMENT AGREEMENT
32087-1**

This Supplemental Easement Agreement ("Agreement") is entered into between **FAE 452741R SAN, L.L.C.** a Utah limited liability company (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 29, 1962 as Entry No. 1854632 in Book 1937 at Pages 631-632 in the Salt Lake County Recorder's Office, State of Utah.

The Easement is more particularly described as follows, to wit;

The land of the Grantor, located in the East half of Section 28, Township 1 North, Range 1 West, Salt Lake Base and Meridian;

The centerline of a 30 foot wide right-of-way and easement beginning at a point on the North line of said 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 8°04'36" East 2,469.4 feet; thence South 6°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 8°01'06" East 2,269.5 feet to the North fence line of 600 North Street.

- B. Grantee owns and operates two natural gas pipelines; a 20" diameter high-pressure pipeline, a 10" diameter intermediate high-pressure pipeline, and related facilities within the Easement (collectively, the Facilities).
- C. Grantor is the owner of a parcel of property in Salt Lake City, Utah, more particularly described as PAC LANDING 5 (the Property).
- D. The Property is encumbered by a portion of the Easement.
- E. Grantor desires to construct improvements, described below, within the Easement that conflict with Grantee's rights under the Grant.

- F. Grantee agrees to allow Grantor to construct improvement(s) within the Easement subject to and in accordance with the terms of this Agreement.
- G. 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 follow:

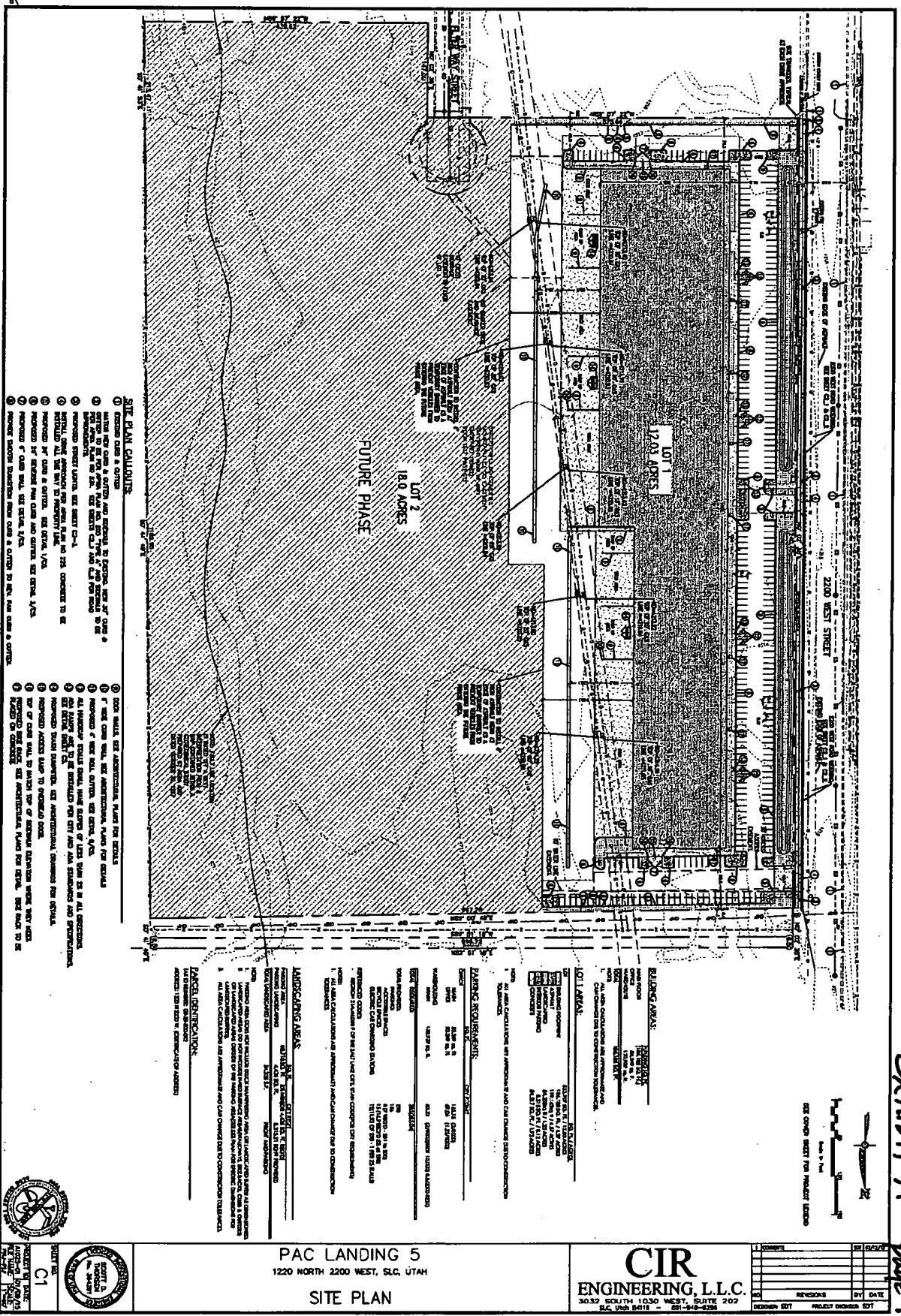
1. The Parties agree to modify and supplement the Easement within the Property in accordance with the terms herein.
2. Grantor shall have the right to construct and install asphalt and concrete (Improvements) over and across Grantee's Facilities within the boundaries of the Easement. The proposed location of the Improvements have been verified by Grantee and is specified on the drawing attached hereto as Exhibit "A", incorporated by this reference. Grantor and Grantee acknowledge that this Agreement does not contemplate the relocation or alteration of any of Grantee's Facilities. Grantor shall be responsible for all liabilities and obligations assumed under this Agreement.
3. Grantor shall maintain a minimum 3.00 feet of soil cover over all locations within the Easement used for passenger vehicle loads during construction activities. Grantor agrees to install an air-gap bridge for all heavy equipment surcharge loads (e.g. haul trucks, mobile cranes, and concrete trucks) crossing the Easement during construction activities.
4. Grantor agrees that heavy compaction and vibrating is not allowed within the Easement and light compaction methods shall be required to prepare subgrade material within the Easement.
5. Grantor shall not use or allow the Easement to be used for soil stockpiling or construction materials storage during construction activities.
6. Grantor shall maintain a minimum 3.0 feet of soil cover with 3 inches of asphalt for all finished pavement areas within the Easement and a minimum 3.0 feet and maximum 6.0 feet of soil cover over the Easement outside of the pavement areas, within the Easement.
7. Grantor shall maintain a minimum 3.0 feet horizontal and 1.0 foot vertical clearance between any utilities and Grantee's Facilities.
8. Grantor acknowledges that trees, deep-rooted plants, sheds, trash enclosures 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 or allow to be permitted any installation of Encroachments within the Easement, and shall immediately remove and remedy any such Encroachments to the satisfaction of Grantee.
9. Grantor acknowledges and agrees that all maintenance and construction activities, performed or authorized by Grantor within Grantee's Easement, including but not limited to excavating, surveying, leveling, grading, installing, placing, removing, reclaiming, recontouring, and constructing any Improvements, are to be completed in accordance with any and all applicable industry practices or federal and state laws and regulations. Grantor shall assume sole responsibility to ensure compliance with all applicable laws and regulations in connection with its maintenance and construction activities.
10. As required by law, Grantor shall notify Utah Blue Stakes at least 48 hours prior to starting ground disturbance or construction activities within the Easement area.

11. Grantee, at its sole discretion, may have qualified inspector(s) on site during construction activities in or near the Easement. In the event that Grantee's inspector(s) determine that there is a threat of imminent danger to any of Grantee's Facilities, Grantee's inspector(s) may suspend Grantor's construction activities, and Grantor agrees to defer to the judgment of Grantee's inspectors in such circumstances. Grantor and Grantee agree to cooperate and attempt to promptly resolve any such conflicts, so as to limit interference with or delay of the construction activities. Grantor shall designate representatives to coordinate daily with Grantee's inspector(s).
12. 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 Facilities and otherwise perform all pipeline-related operating and maintenance activities. Any and all work conducted by Grantee on the Easement shall be conducted in such a manner as to avoid, to the greatest extent reasonably possible, interfering with Grantor's operation on the Property. Additionally, subsequent to any work by Grantee on the Property, Grantee shall return the Property to a condition as near as practicable, the condition as existed prior to such work.
13. Grantor shall defend, indemnify, and hold Grantee harmless from and against any and all liability, damages, losses, costs, and expenses, including without limitation attorney fees, on account of injury or damage to persons or property, including without limitation employees or agents of Grantor and its subcontractors of any tier, unless due to Grantee's gross negligence or willful misconduct.
14. All terms of the Grant not specifically modified or supplemented herein shall remain in full force and effect.
15. 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.

[Signatures and acknowledgements on following pages]

Exhibit "A" - page 1 of 3



- SITE PLAN CALLOUTS**
1. EXISTING CURB & GUTTER
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PAC LANDING 5
1220 NORTH 2200 WEST, SLC, UTAH

SITE PLAN

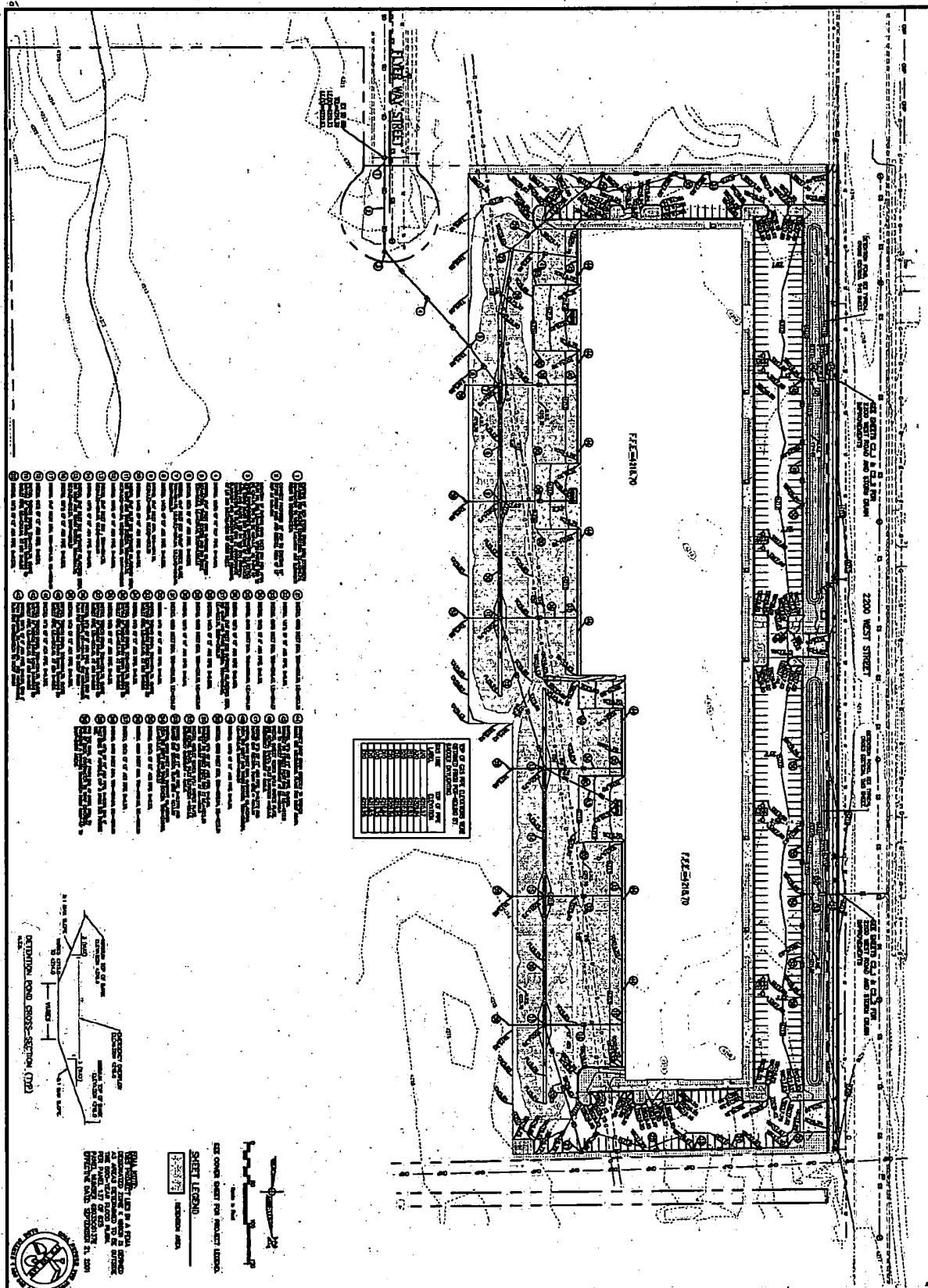
CIR ENGINEERING, L.L.C.
3032 SOUTH 1030 WEST, SUITE 202
SLC, UTAH 84119

DATE: 12/15/11

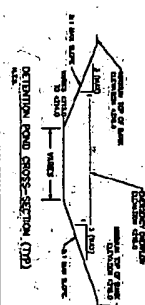
PROJECT: PAC LANDING 5

REVISIONS:

NO.	DATE	DESCRIPTION
1	12/15/11	ISSUED FOR PERMIT



- 1. SEE PLAN FOR EXISTING AND PROPOSED GRADE.
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- 3. SEE PLAN FOR EXISTING AND PROPOSED PAVEMENT.
- 4. SEE PLAN FOR EXISTING AND PROPOSED CURBS AND GUTTERS.
- 5. SEE PLAN FOR EXISTING AND PROPOSED UTILITIES.
- 6. SEE PLAN FOR EXISTING AND PROPOSED LIGHTING.
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REVISIONS

NO.	DESCRIPTION	DATE

SCALE
1" = 20'

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	<p>PAC LANDING 5 1220 NORTH 2200 WEST, SLC, UTAH</p> <p>GRADING & DRAINAGE PLAN</p>	<p>CIR ENGINEERING, L.L.C. 3032 SOUTH 1030 WEST, SUITE 202 SLC, UTAH 84119 801-440-0770</p>
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Exhibit "A" page 2 of 3

