

38
6

2344838
BK 4479 PG 514

WHEN RECORDED MAIL TO:
QuestarGas Company
Atten: David Blackburn
P.O. Box 45360, Right-of-way
Salt Lake City, UT 84145-0360
1014Campbell.sup

E 2344838 B 4479 P 514-519
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
02/28/2008 12:40 PM
FEE \$38.00 Pgs: 6
DEP RT REC'D FOR QUESTAR GAS

SW-25-3N-1W

08-077-0026pt;
Space above for County Recorder's use
PARCEL I.D.# 08-079-0012, 0008 thru 0012
0017 thru 0031, 0033 thru 0027, 0006

SUPPLEMENTAL EASEMENT AGREEMENT
UT 00138

This Supplemental Easement Agreement ("Agreement") is entered into between **Ross H. and Bonnie F. Campbell** ("Grantor"), and **QUESTAR GAS COMPANY**, a Utah corporation ("Grantee").

RECITALS

A. Grantee owns an undescribed Right-of-Way and Easement ("Easement") in that certain Right-of-Way and Easement Grant dated February 28, 1929 and recorded March 12, 1929 as Entry #45209 in Book H of Liens & Leases, etc, at Page(s) 585 of the Davis County Recorder, through Land of the Grantor located in Section 25, Township 3N, Range 1W, Salt Lake Base and Meridian. Land of the Grantor is specifically addressed as **1058 South 650 West, Farmington, Utah**. A Copy of the original Right of Way is attached as Exhibit A.

B. Grantor has constructed a **cement pad and asphalt driveway** ("the Improvements") within the Easement which conflict with or may conflict with Grantee's rights under the Grant.

C. Grantee has agreed to allow the Improvements to remain in their present form and condition and at their present location within the easement, subject to and in accordance with the terms of this Agreement.

D. This Agreement shall serve as a modification to the Grant only for the lands now owned by Grantors.

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 maintain the existing Improvements, at their current location, within the boundaries of the Easement.

2. Grantor acknowledges that Grantee maintains natural gas pipelines within the Easement area. Grantor shall not modify or expand the Improvements, nor construct or allow to be constructed any further encroachments within the Easement without express written permission of Grantee. Grantor further agrees that if such construction occurs without written permission of Grantee, then this supplemental agreement shall terminate and Grantor shall immediately remove both the Improvements and any new encroachments from the Easement. If, upon 30 days of receipt of written notice of violation of this paragraph, Grantor fails to remove the Improvements and/or new encroachments from the Easement, then Grantee may remove such Improvements and encroachments at Grantor's sole cost and expense and without any liability for damages, replacement of the Improvements or other encroachments, or for property damage related to the removal of such Improvements or encroachments.

3. In the event Grantee desires to relocate, reconstruct, or modify its facilities, Grantee will provide Grantor with 5 (five) business days notice prior to the relocation, reconstruction or modification of the facilities to enable Grantor to remove the Improvements. Within 5 (five) business days of receiving such notice, Grantor shall remove the Improvements at Grantor's sole cost and expense and if Grantor fails to do so, Grantee may remove the Improvements at Grantor's sole cost and expense and without any liability for damages, replacement of the improvements, or property damage related to the removal of the Improvements.

4. In an emergency, Grantee may remove Grantor's Improvements at Grantor's sole cost and without notice and without any liability for damages, replacement of the improvements, or property damage related to the removal of the Improvements.

5. Should Grantee remove Grantor's Improvements pursuant to this Agreement, Grantor shall pay any and all of Grantee's costs and 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.

6. If Grantor's Improvements are removed from the Easement pursuant to this Agreement or for any other reason, said Improvements may not be reconstructed or replaced within the Easement without the express written approval of Grantee.

7. Grantor hereby agrees to defend, indemnify, release 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 injury or

damage to property relating in any way to Grantor's use or occupancy of the Easement, or the removal of the Improvements from the Easement.

This right-of-way 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 15 day of February, 2008

By: Ross H. Campbell

Ross H. Campbell

By: Bonnie F. Campbell

Bonnie F. Campbell

QUESTAR GAS COMPANY

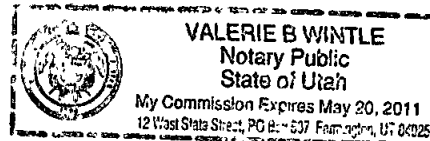
By- David A. [Signature]
Attorney-in-Fact

STATE OF UTAH)
) ss.
COUNTY OF Davis)

On the 15 day of February, 2008, personally appeared before me Ross H. and Bonnie F. Campbell, the signer(s) of the foregoing instrument, who duly acknowledged to me that he/she/they executed the same.

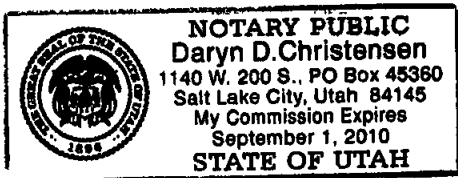
Notary Public

Valerie B. Wintle



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

On, February 26, 2008 personally appeared before me David A. Ingleby, 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 # 2047223, at Book 3712, Page 84, in the Office of the Davis County Recorder.



Daryn D. Christensen Notary Public

(Utah form)

REGISTERED COPY
UTAH DIVISION
138

EXHIBIT A

L.H. Ravnikar, single Grantor,
of Farmington, State of Utah., hereby convey^s and
Warrant^s to WASATCH GAS CO., a Utah corporation, grantee, of Salt Lake City, State of Utah, its
successors and assigns, for the sum of One And NO/100 ----- Dollars,
the right of way to lay, maintain, operate and remove pipe lines and erect, maintain, operate and remove
telegraph and telephone lines, with the right of ingress and egress to and from said right of way, over and
through the following described tract of land in Township 3N, Range 1W, S1B&M., in the County
of Davis, State of Utah, bounded and described as follows:
Part of the NE 1/4 of S W 1/4 of Sec. 25. Now Owned by L.H. Ravnikar

The said grantor, to fully use and enjoy the said premises except for the purpose hereinbefore granted
to the said grantee, which hereby agrees to pay damages which may arise to crops or fences from the
laying, erecting, maintaining, operating or removing of said pipe lines or telegraph and telephone lines; said
damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one
thereof to be appointed by the said grantor, heirs or assigns, one by the said grantee, its heirs or assigns,
and the third by the two so appointed as aforesaid. Should more than one pipe line be laid under this grant
at any time, a like consideration shall be paid for each line so laid, in addition to the damages above pro-
vided for. telephone or telegraph line to follow, ^{west wing 187} property line.

main line tap clause attached

WITNESS the hand of said grantor this 28 day of February, 1929

WITNESS: L.H. Ravnikar

Joseph R Mabej

STATE OF Utah
COUNTY OF Davis } ss.

On the 28 day of February, A. D. 1929, personally appeared before me
L.H. Ravnikar, the signer of the above instrument,
who duly acknowledged to me that he executed the same.

Joseph R Mabej
Notary Public residing at

My commission expires:
January, 25 1933. Clearfield, Davis County,
State of Utah.

UTAH RECORDS
138

45209

R. of W. No. 1318

Right of Way

L.H. Ravnika, single

To

Wasatch Gas Co

Dated Feb 28, 1929, 19.

Recorded at the Request of

Wasatch Gas Co

MAR 12 1929 A. D. 19

at _____ o'clock _____ M.,

in Book 10 of 10 of Deeds

page 585

Wm. L. Brown

Register Ent. Margin County

Fee Record Platted

Recorded Described

Abstracted

Conspicuous Indexed

In Consideration of _____ Dollars, to _____ paid, I, _____, as tenant on the land within described, hereby consent to the within grant and the laying, erecting, maintaining and removing of said lines, with the understanding that all damages accruing to _____ by reason of the laying, erecting, maintaining and removing of said lines shall be paid to _____ Dated: _____