

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

RETURNED
AUG 15 2014

Space above for County Recorder's use
PARCEL I.D. 08-072-0105

Index only
no legal description
SUPPLEMENTAL EASEMENT AGREEMENT
UT00149-1

This Supplemental Easement Agreement ("Agreement") is entered into between **9045 LIMITED LIABILITY COMPANY**, 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 February 28, 1929 and recorded March 9, 1929, Book H of Liens Leases, Page 550 in the Davis County Recorder's Office, State of Utah.

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

Land of the Grantor located in Section 23, Township 3 North, Range 1 West, Salt Lake Base and Meridian.

EASEMENT DESCRIPTION. An undescribed right-of-way and easement extending 15.0 feet from the outside edge of Grantee's pipelines.

- B. Grantee owns and operates two natural gas pipelines; a 20" diameter high-pressure pipeline, a 10" intermediate high-pressure pipeline, and related facilities within the Easement (Facilities).
- C. Grantor is the owner of a parcel of property in Farmington, Utah, more particularly described as Avenues at the Station Phase 1 (the Property). The preliminary subdivision plat is attached hereto as Exhibit "A" and incorporated by this reference.
- 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 a roadway, curb and gutter, and grass landscaping (Improvements) over and across Grantee's Facilities within the boundaries of the Easement. The proposed location of the Improvement has been verified by Grantee and is specified on the drawing attached hereto as Exhibit "B", 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 cross over Grantee's Facilities only at locations specified on the drawing attached hereto as Exhibit "B". Grantor shall only operate or allow to be operated equipment producing a wheel load of 13,000 pounds or less or axial load of 26,000 pounds or less within Grantee's Easement. Grantor shall install an air-gap bridge at all specified crossings during Grantor's construction activities. Any vehicles or equipment exceeding a wheel load of 13,000 pounds or axial load of 26,000 pounds shall not operate within the Easement and will use the specified crossing locations to cross over Grantee's Facilities. A list of Grantor's construction vehicles and equipment is attached hereto as Exhibit "C", incorporated by this reference.
4. Grantor shall install a concrete cap over Grantee's 20" diameter high-pressure pipeline at all roadway locations as identified on the drawing attached hereto as Exhibit "B", incorporated by this reference.
5. Grantor shall maintain a minimum three feet of cover over Grantee's Facilities.
6. 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.
7. 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.
8. Grantee, at its sole discretion, may have qualified inspectors 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 inspectors 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).
9. Grantor agrees to grant a right-of-way and easement to Grantee, complete with a legal description of Grantee's easement as shown on Grantor's preliminary subdivision plat, attached hereto as Exhibit "A".
10. 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.

11. Grantor acknowledges and agrees that structures, sheds, fences, trees, rock walls 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.
12. All terms of the Grant not specifically modified or supplemented herein shall remain in full force and effect.
13. 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 10th day of July, 2013.

QUESTAR GAS COMPANY

By: Katie C Secretan
Attorney-in-Fact

9045 LIMITED LIABILITY COMPANY,
a Utah limited liability company

Robert C. Olsen
ROBERT C. OLSEN, Manager

STATE OF Utah)
) ss.
COUNTY OF Salt Lake)

On the 10 day of July, 2014, personally appeared before me ROBERT C. OLSEN, who, being duly sworn, did say that he is Manager of 9045 LIMITED LIABILITY COMPANY, and that the foregoing instrument was signed on behalf of said company by authority of its Articles of Organization or its Operating Agreement.

Carie Lynn Young
Notary Public



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

On the 6th day of August, 2014, personally appeared before me Katie C. Secretan, who being duly sworn, did say that he/she 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 #2766364, at Book 5853, Page 438 in the office of the Davis County Recorder.

Jamie Manzanares
Notary Public

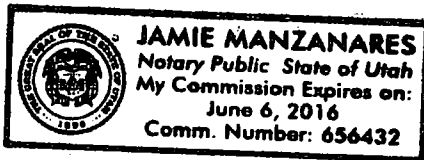
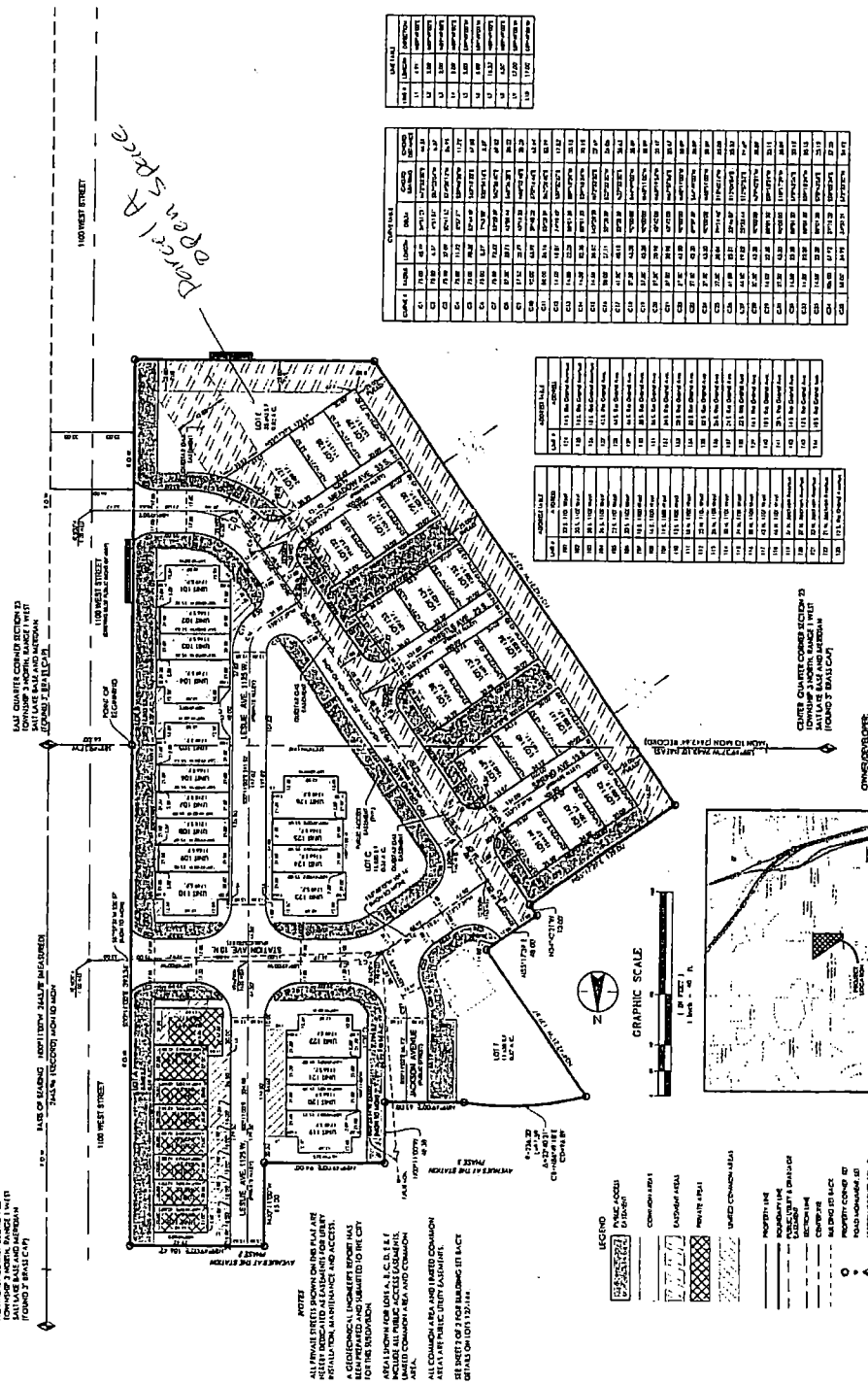


Exhibit "A"

**AVENUES AT THE STATION
PHASE I**

LOCATED IN THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 23
TOWNSHIP 3 NORTH, RANGE 1 WEST, SALL LAKE BASIN & NEBRASKA
FARMINGTON CITY, DAVIS COUNTY, IOWA



NOTICE:
ALL PRIVATE STREETS SHOWN ON THIS PLAN ARE
REMITTED AS EASEMENTS FOR PUBLIC
USE ONLY. THESE STREETS AND ALLEYS
ARE NOT TO BE CONSIDERED AS PUBLIC
STREETS UNLESS THEY ARE APPROVED
AND DEDICATED TO THE CITY
FOR THIS PURPOSE.
APPLICATION FOR DEDICATION, EASEMENT
AND DEDICATION TO THE CITY AND
DEDICATION TO THE CITY AND
DEDICATION TO THE CITY AND
DEDICATION TO THE CITY AND
DEDICATION TO THE CITY AND

- LEGEND
- RIGHT-OF-WAY
 - EASEMENT
 - UTILITY EASEMENT
 - SURVEYED CORNER
 - PROPOSED CORNER
 - PROPOSED RIGHT-OF-WAY
 - PROPOSED EASEMENT
 - PROPOSED UTILITY EASEMENT
 - PROPOSED STREET
 - PROPOSED ALLEY
 - PROPOSED RIGHT-OF-WAY
 - PROPOSED EASEMENT
 - PROPOSED UTILITY EASEMENT
 - PROPOSED STREET
 - PROPOSED ALLEY

SECTION	OWNER	AREA (SQ. FT.)	AREA (ACRS.)	ADJACENT	AREA (SQ. FT.)	AREA (ACRS.)
101	101	101	101	101	101	101
102	102	102	102	102	102	102
103	103	103	103	103	103	103
104	104	104	104	104	104	104
105	105	105	105	105	105	105
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148	148	148	148	148	148	148
149	149	149	149	149	149	149
150	150	150	150	150	150	150

SURVEYORS CERTIFICATE
**AVENUES AT THE STATION
PHASE I**

BOUNDARY DESCRIPTION



OWNERS DEDICATION
I, the undersigned, do hereby dedicate to the public use of the City of Farmington, Iowa, the following described property, to-wit:

**AVENUES AT THE STATION
PHASE I**

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

**AVENUES AT THE STATION
PHASE I**

**AVENUES AT THE STATION
PHASE I**

PRELIMINARY

<p>DAVIS COUNTY RECORDER</p> <p>DAVIS COUNTY RECORDER</p>	<p>DAVIS COUNTY RECORDER</p> <p>DAVIS COUNTY RECORDER</p>	<p>DAVIS COUNTY RECORDER</p> <p>DAVIS COUNTY RECORDER</p>	<p>DAVIS COUNTY RECORDER</p> <p>DAVIS COUNTY RECORDER</p>	<p>DAVIS COUNTY RECORDER</p> <p>DAVIS COUNTY RECORDER</p>	<p>DAVIS COUNTY RECORDER</p> <p>DAVIS COUNTY RECORDER</p>	<p>DAVIS COUNTY RECORDER</p> <p>DAVIS COUNTY RECORDER</p>	<p>DAVIS COUNTY RECORDER</p> <p>DAVIS COUNTY RECORDER</p>	<p>DAVIS COUNTY RECORDER</p> <p>DAVIS COUNTY RECORDER</p>	<p>DAVIS COUNTY RECORDER</p> <p>DAVIS COUNTY RECORDER</p>	<p>DAVIS COUNTY RECORDER</p> <p>DAVIS COUNTY RECORDER</p>	<p>DAVIS COUNTY RECORDER</p> <p>DAVIS COUNTY RECORDER</p>
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APPROVED FOR CONSTRUCTION

DESIGNED BY	DATE
CHECKED BY	DATE
APPROVED BY	DATE

PROJECT NO. 15-50
SHEET NO. 13 OF 15

Stantec Consulting Services Inc.
1500 York Street, Suite 200
Scarborough, Ontario M1S 2S9
Tel: 416-291-0890
Fax: 416-291-0811
www.stantec.com

APPROVED FOR CONSTRUCTION

PROJECT INFORMATION

PROJECT NO.	15-50
SHEET NO.	13 OF 15
DATE	11/11/10
SCALE	AS SHOWN
PROJECT LOCATION	RIO GRAND AVE. (ROAD A) STA 15+50 TO 21+00

DESIGNED BY
HENRY WALKER HONES
AN OAKWOOD HOMES COMPANY
1500 YORKE STREET, SUITE 201
SCARBOROUGH, ONTARIO M1S 2S9

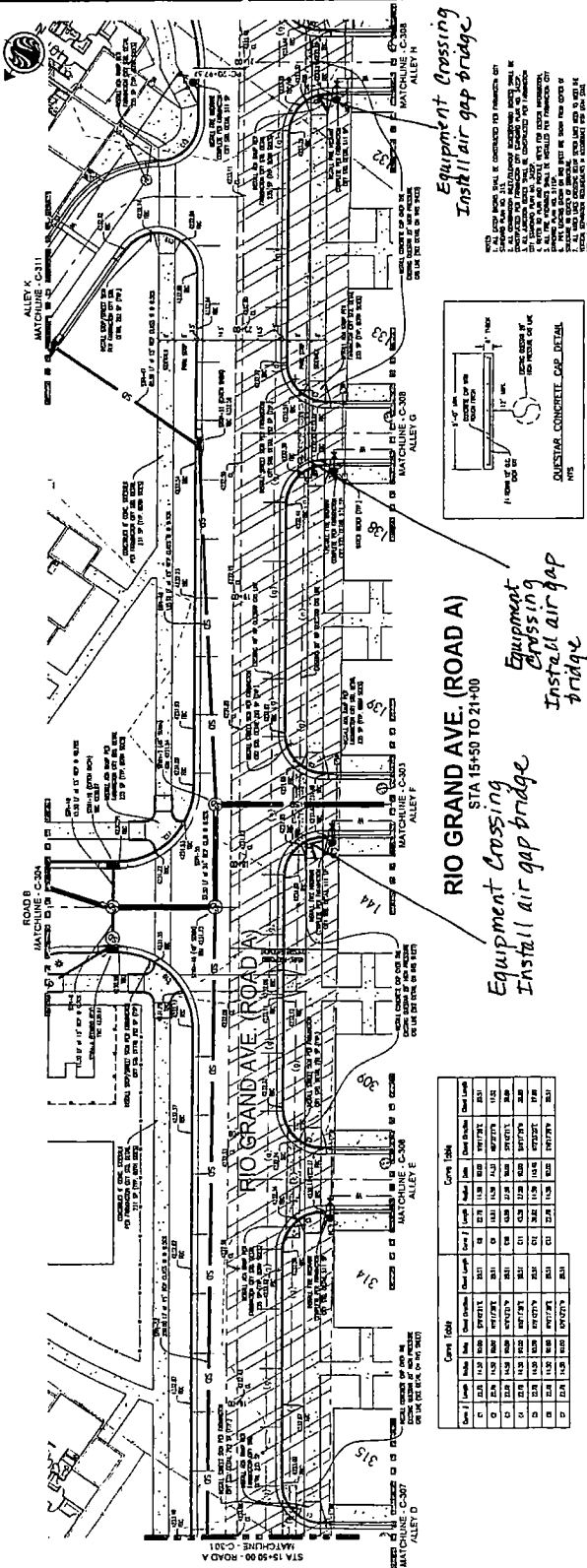
APPROVED FOR CONSTRUCTION

PROJECT INFORMATION

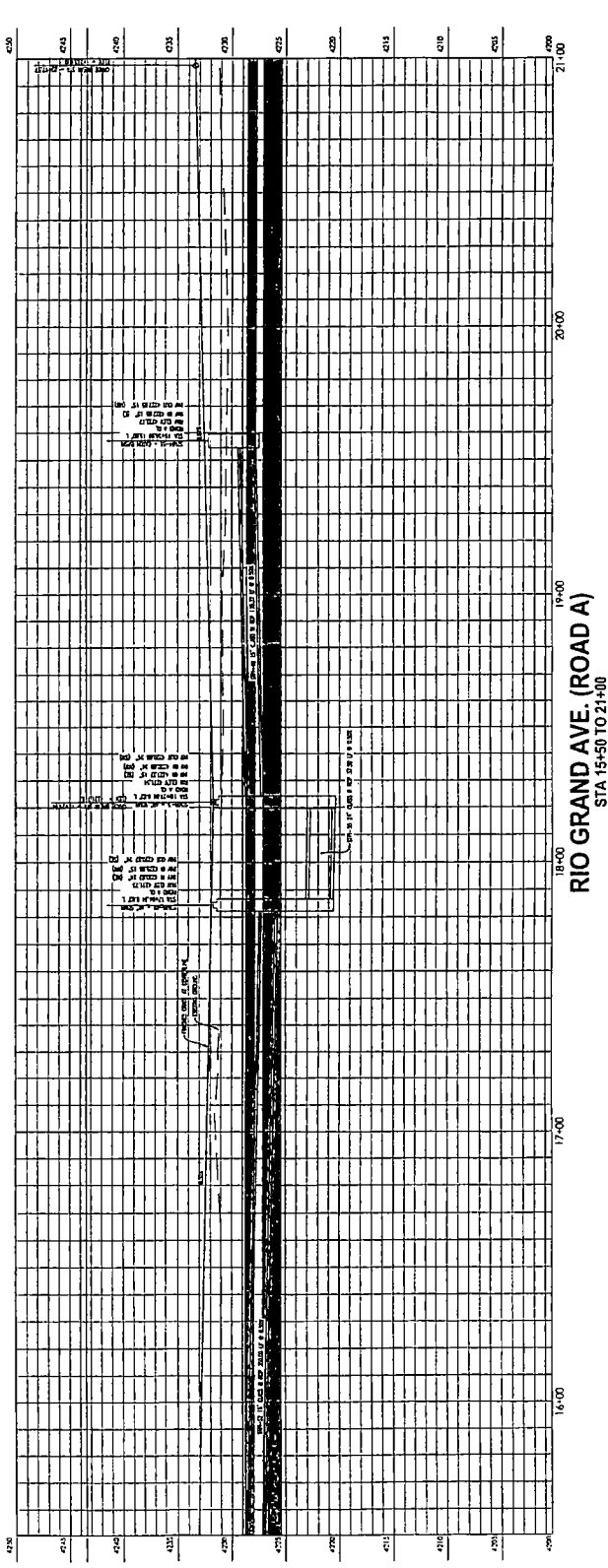
PROJECT NO.	15-50
SHEET NO.	13 OF 15
DATE	11/11/10
SCALE	AS SHOWN
PROJECT LOCATION	RIO GRAND AVE. (ROAD A) STA 15+50 TO 21+00

DESIGNED BY
HENRY WALKER HONES
AN OAKWOOD HOMES COMPANY
1500 YORKE STREET, SUITE 201
SCARBOROUGH, ONTARIO M1S 2S9

Exhibit "B"



Station	Left Side	Right Side	Notes
15+50	15+50	15+50	START OF ROAD
16+00	16+00	16+00	16+00
16+50	16+50	16+50	16+50
17+00	17+00	17+00	17+00
17+50	17+50	17+50	17+50
18+00	18+00	18+00	18+00
18+50	18+50	18+50	18+50
19+00	19+00	19+00	19+00
19+50	19+50	19+50	19+50
20+00	20+00	20+00	20+00
20+50	20+50	20+50	20+50
21+00	21+00	21+00	END OF ROAD



RIO GRAND AVE. (ROAD A)
STA 15+50 TO 21+00

Stantec
2700 South 300 East, Suite 300
Salt Lake City, UT 84143
Tel: 801.251.0000
Fax: 801.258.1671
www.stantec.com



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APPROVED FOR CONSTRUCTION

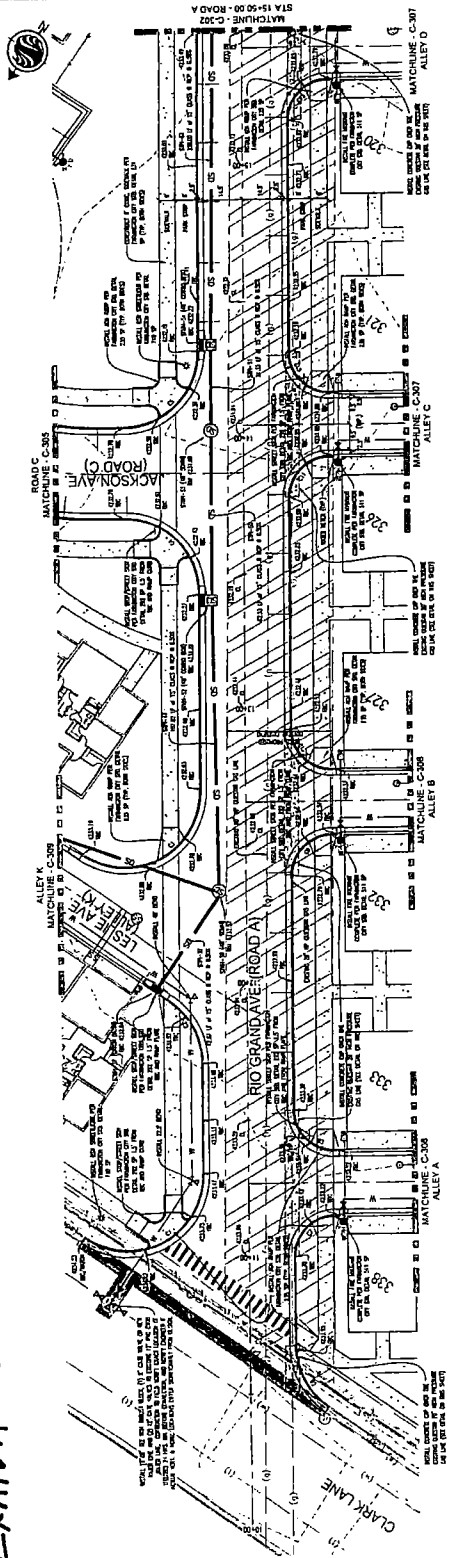
PROJECT: RIO GRAND AVE (ROAD A)
DATE: 11/11/10
SCALE: AS SHOWN
SHEET NO: 14 OF 14
PROJECT NO: 10-000-15-50

Client: HENRY WALKER HOMES
AN OAKWOOD HOMES COMPANY
500 NORTH MARKETPLACE DRIVE, SUITE 201
CENTERTVILLE, UTAH 84014
AVENUES AT THE STATION
Farmington, Utah

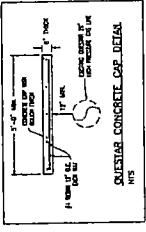
Plan and Profile Sheet
RIO GRAND AVE (ROAD A)
STA 10+00 TO 15+50

Project No: 10-000-15-50
Sheet: 14 OF 14
Drawing No: C-301

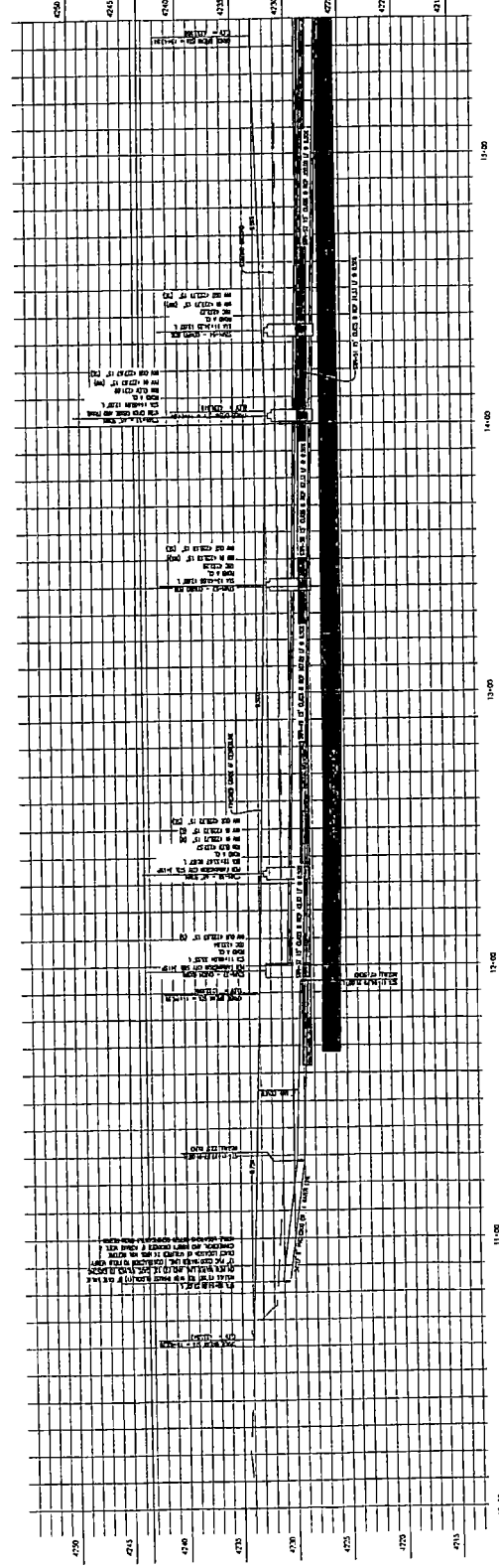
Exhibit "B"



RIO GRAND AVE (ROAD A)
STA 10+00 TO 15+50



Station	Current Elevation	Proposed Elevation	Change
10+00	4275.00	4275.00	0.00
10+05	4275.00	4275.00	0.00
10+10	4275.00	4275.00	0.00
10+15	4275.00	4275.00	0.00
10+20	4275.00	4275.00	0.00
10+25	4275.00	4275.00	0.00
10+30	4275.00	4275.00	0.00
10+35	4275.00	4275.00	0.00
10+40	4275.00	4275.00	0.00
10+45	4275.00	4275.00	0.00
10+50	4275.00	4275.00	0.00



RIO GRAND AVE (ROAD A)
STA 10+00 TO 15+50

EXHIBIT "C"

Cat 320 Track Hoe – GVW 50,706 lbs. on tracks
Cat 420 Back Hoe – GVW 24,251 lbs. on 2 axles
Komatsu WA 320 Wheel Loader – GVW 29,431 lbs. on 2 axles
Cat 140 Grader – GVW 46,872 lbs. on 3 axles
Bomag BW 172 Sheepsfoot Vibratory Roller – 17,440 on 2 axles
Power Curber 5700 Curb Machine – 24,000 lbs. on tracks
Oshkosh Cement Truck – 66,000 lbs. on 6 axles