

WHEN RECORDED MAIL TO:

Questar Gas Company
P.O. Box 45360, Right-of-way
Salt Lake City, UT 84145-0360
7068por.sup

ENT 79077:2008 PG 1 of 14
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2008 Jul 11 12:46 pm FEE 36.00 BY SM
RECORDED FOR QUESTAR

Space above for County Recorder's use

SUPPLEMENTAL EASEMENT AGREEMENT

UT 01678

This Supplemental Easement Agreement ("Agreement") is entered into between **KODIAK BUILDERS, INC. AND INV: MSO235, LLC** ("Grantor"), and **QUESTAR GAS COMPANY**, a Utah corporation ("Grantee").

RECITALS

A. Grantee acquired the following Rights-of-Way and Easements ("Easement(s)") under that certain Right-of-Way and Easement Grant ("Grant") dated October 14, 1947 and recorded as Entry # 12916 in Book 480, at Pages 24 and 25, in the Utah County Recorder's Office. The Grant is attached hereto as Exhibit "A".

Land of the Grantor located in Section 25, Township 4 South, Range 1 East, Salt Lake Base and Meridian;

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. The 1 foot high berm along Main Street has been removed from construction plans and will not be constructed.
2. Stormtech drainage system has been repositioned 4 feet from Questar's easement and no grading will take place within our easement for the drainage installation. Drainage into Questar's easement is prohibited and adequate protection must be given as shown in the construction drawings to ensure it doesn't occur.
3. The crossing of Questar HP pipeline by any other line is a potential risk and must meet the following requirements which are shown in the revised construction plans and should not be revised without Questar approval.
 - a. Minimum of 12 inches vertical clearance between the pipeline and any utility lines or pipes crossing pipeline.
 - b. Lines or pipes must have direct burial warning tape installed not more than 18 inches and not less than 12 inches above lines and cannot cross the pipeline at an angle less than 45 deg.
 - c. All sewer lines in the easement are limited to water-tight lines only. No leach fields or drain fields are allowed in easement.
 - d. All metallic lines crossing the pipeline must have a protective coating for a minimum of 10 feet on either side of the pipeline. Each metallic line must have cathodic protection test leads that shall be brought above ground in a permanent protective conduit.
4. As shown in the notes on the construction plan poles for fencing running across the pipeline must not be set within 5 feet of the pipeline center line.
5. Any construction within Questar's easement is subject to inspection and observation by Questar. Please arrange for an inspector by calling Dwayne Zobell at (801) 324-3380 a minimum of 48 hours before construction is to begin.
6. Grantor shall have the right to construct Curb, Gutter and asphalt as shown on the attachment stamped Exhibit "B," ("Improvement(s)") within the boundaries of the easement.
7. 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 Improvement 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 Improvement shall be at Grantor's sole cost and expense.
8. 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

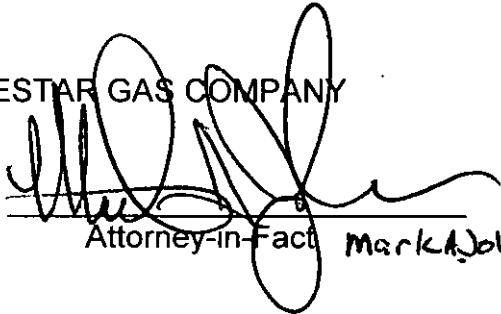
employees or agents of Grantor and its subcontractors of any tier, or property caused directly or indirectly by Grantor's use or occupancy of the Easement.

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 2 day of July, 2008.


QUESTAR GAS COMPANY

By- 
Attorney-in-Fact Mark A. Johnson

KODIAK BUILDERS INC.

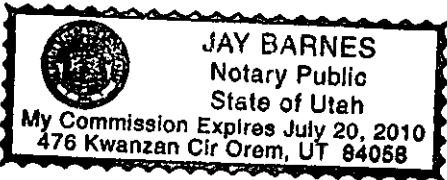
By- 
Brandon Holland, President

~~INV.MSQ235,LLC~~

~~By- 
Micheal W. Porter, Manager~~

STATE OF UTAH)
) ss.
COUNTY OF Utah)

On the 1st day of July, 2008, personally appeared before me Brandon Holland who, being duly sworn, did say that he is President of Kodiak Builders Inc., and that the foregoing instrument was signed on behalf of said company by authority of it's Board of Directors or it's Operating Agreement.



[Signature]
Notary Public

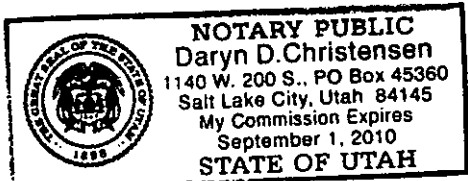
~~STATE OF UTAH)
) ss.
COUNTY OF _____)~~

~~On the _____ day of _____, 20____, personally appeared before me MICHEAL W. PORTER, who, being duly sworn, did say that he is Manager of INV: MSO235, LLC, and that the foregoing instrument was signed on behalf of said company by authority of it's Articles of Organization or it's Operating Agreement.~~

~~_____
Notary Public~~

STATE OF UTAH)
) ss.
COUNTY OF Utah)

On 7/2/08, personally appeared before me Mark D. Johnson, 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 # 5833:2005 in the Office of the Utah County Recorder.



[Signature]
Notary Public

130

Alton Carlisle

12916

46 rods

LIT 016 78

RIGHT OF WAY GRANT

Alton Carlisle and Beryl Carlisle, his wife, Grantors, of

Utah County, State of Utah, do

hereby convey and warrant to MOUNTAIN FUEL SUPPLY COMPANY, a corporation of the State of Utah, Grantee, for the sum of THIRTY-FIVE AND NO/100-----Dollars, (\$35.00), receipt of which is hereby acknowledged, a right of way and easement sixteen (16) feet in width to lay, maintain, operate, repair, remove and replace pipe lines, gates and gate-boxes for transportation of gas and to erect, maintain, operate and remove telegraph and telephone lines through and across the following described land and premises in Utah County, State of Utah, to-wit:

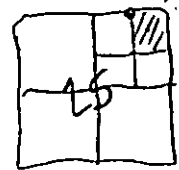
The N E 1/4 of the N E 1/4 of Sec. 25 T. 4 S. R. 1. E. S. L. B. & M.

the center line of which said right of way shall extend through and across the above described land and premises as follows to-wit:

Beginning at a point 40.0' ft. more or less South and 170.0' ft. more or less East of the N W Corner of the N E 1/4 of the N E 1/4 of said Sec. 25; thence E. 36° 11' E. 400.0' ft. more or less to a point 375.0' ft. more or less South and 395.0' ft. more or less East of the N W corner of the N E 1/4 of the N E 1/4 of said Sec. 25; and beginning at a point 730.0' ft. more or less South and 635.0' ft. more or less East of the N W corner of the N E 1/4 of the N E 1/4 of said Sec. 25, thence S. 36° 11' E. 360.0' ft. more or less to a point 1020.0' ft. more or less South and 835.0' ft. more or less East of the N W corner of the N E 1/4 of the N E 1/4 of said Sec. 25.

MOUNTAIN FUEL SUPPLY COMPANY UTAH 1678

EXHIBIT "A"



The Grantee hereby agrees to pay damages which may arise to crops or fences from the laying, erecting, maintaining, operating or removing of said pipe lines, gates or gate-boxes 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 Grantors, one by the Grantee, and the third by the two so appointed. Should more than one pipe line be laid under this grant at a subsequent time, Grantee agrees to pay to Grantors, damages which may arise to crops or fences resulting therefrom, to be determined, if not mutually agreed upon as above provided.

125-

This right of way grant shall be binding upon and emure to the benefit of the executors, administrators, heirs and assigns of the Grantors, and the successors and assigns of the Grantee.

WITNESS the hands of said Grantors this 14th day of October, 1947.

Alton Carlisle

STATE OF UTAH

COUNTY OF UTAH

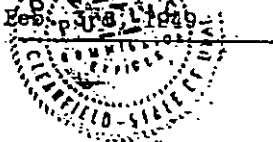
SS.

Beryl Carlisle

On the 14th day of October, 1947, personally appeared before me

Alton Carlisle and Beryl Carlisle, his wife, the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

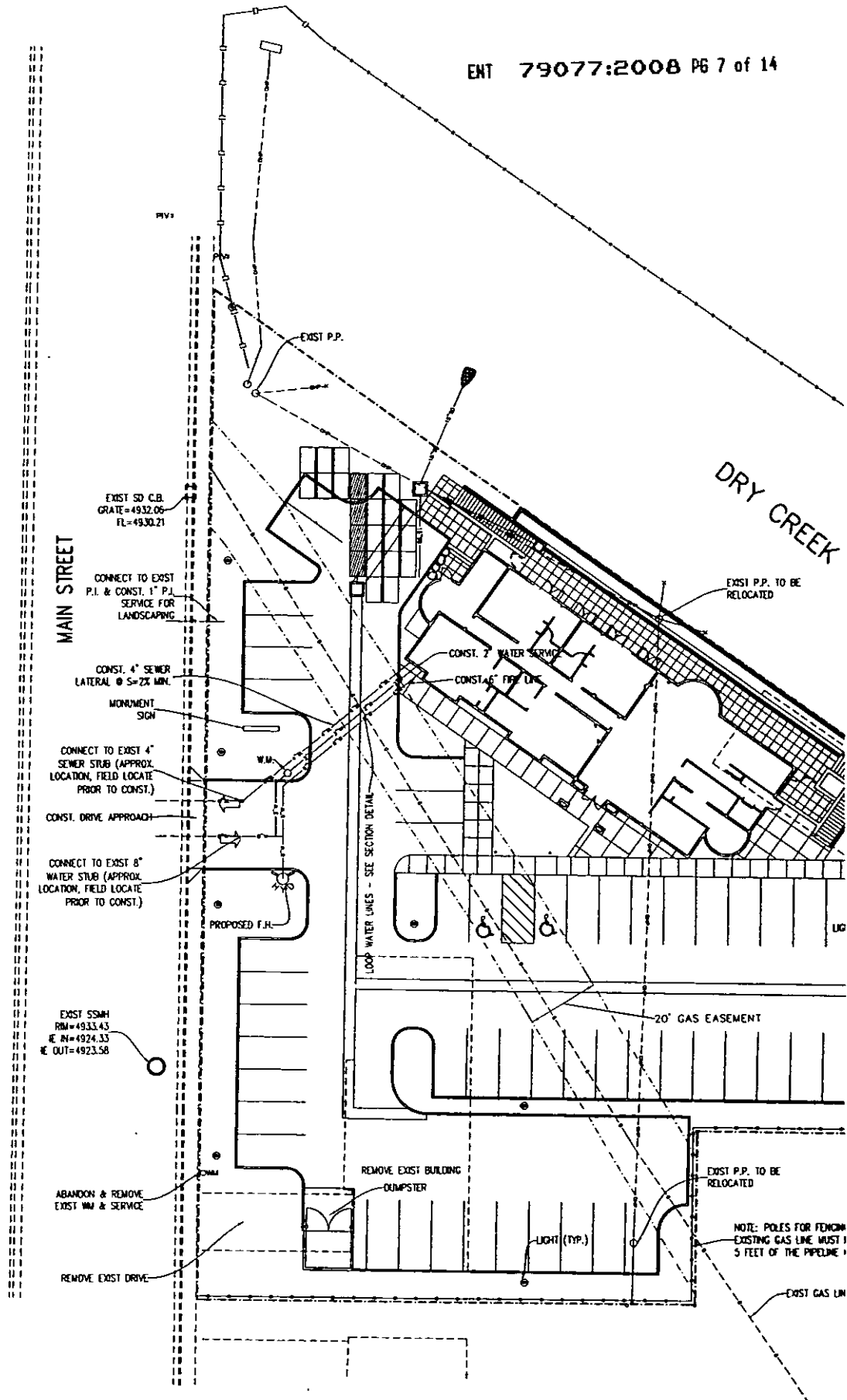
My Commission expires:



Joe H. Mackey Notary Public

Residing at Clearfield, Utah

2



LEGAL AND SUBJECT TO PROSECUTION.

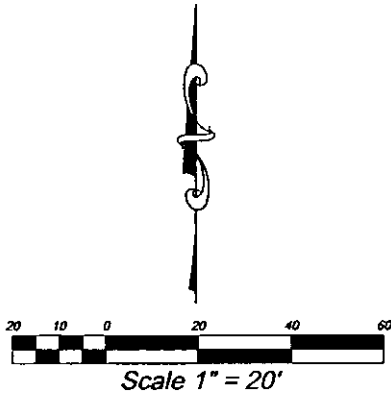
1. 2008 BY MARK WILSON ARCHITECTS INC. ALL RIGHTS RESERVED. UNAUTHORIZED COPYING AND/OR USE IS

LEGAL AND SUBJECT TO PROSECUTION.

EXHIBIT "B"

Page 1

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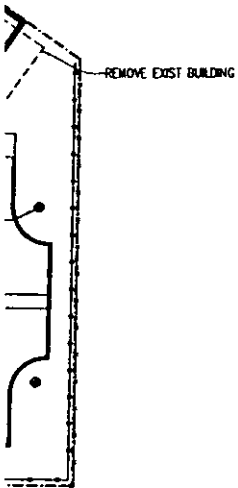


GENERAL NOTE:

1. ALL CONSTRUCTION TO CONFORM TO ALPINE CITY STANDARDS AND SPECIFICATIONS.
2. ASSUMED PAVEMENT SECTION IS 3" ASPHALT OVER 6" ROADBASE.

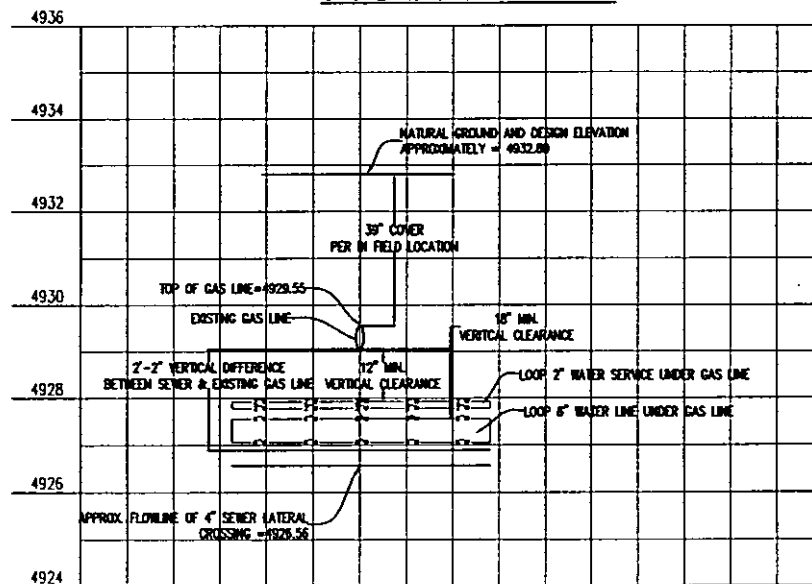
GAS LINE UTILITY CROSSING NOTES:

1. A MINIMUM OF 12" VERTICAL CLEARANCE BETWEEN PIPELINE AND ANY UTILITY LINES OR PIPES CROSSING PIPELINE.
2. LINES OR PIPES MUST HAVE DIRECT BURIAL WARNING TAPE INSTALLED NOT MORE THAN 18" AND NOT LESS THAN 12" ABOVE LINES AND CANNOT CROSS THE PIPELINE AT AN ANGLE LESS THAN 45°.
3. ALL SEWER LINES IN THE EASEMENT ARE LIMITED TO WATER-TIGHT LINES ONLY. NO LEACH FIELDS OR DRAIN FIELDS ARE ALLOWED IN EASEMENT.
4. ALL METALLIC LINES CROSSING THE PIPELINE MUST HAVE A PROTECTIVE COATING FOR A MINIMUM OF 10 FEET ON EITHER SIDE OF THE PIPELINE. EACH METALLIC LINE MUST HAVE CATHODIC PROTECTION TEST LEADS THAT SHALL BE BROUGHT ABOVE GROUND IN A PERMANENT PROTECTIVE CONDUIT.
5. POLES FOR FENCING RUNNING ACROSS THE PIPELINE MUST NOT BE SET WITHIN 5 FEET OF THE PIPELINE CENTER LINE.



SEE SHEET WITHIN ME.

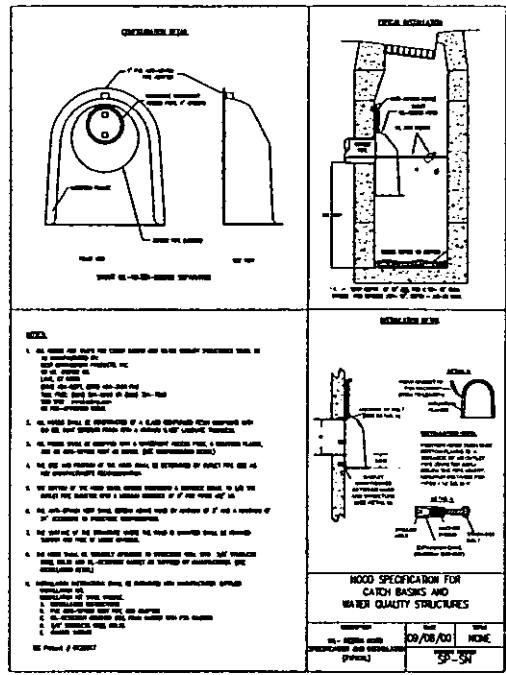
GAS LINE CROSSING DETAIL



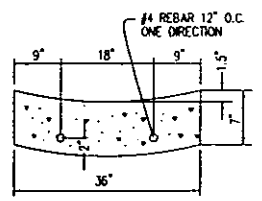
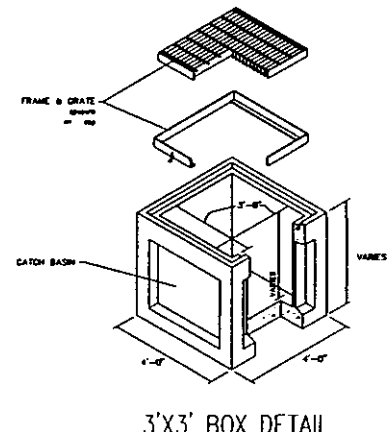
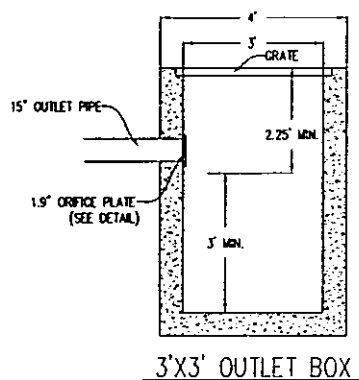
HORIZONTAL SCALE: 1" = 20'
VERTICAL SCALE: 1" = 2'

KEYED NOTES:

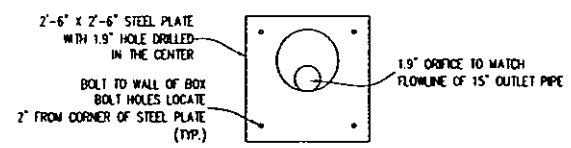
1. CONST. 3'x3' INLET BOX, RM=4932.63, IE OUT=4929.29, IE BOX=4526.29. INSTALL SMOOT TYPE 18" OVER OUTLET
2. CONST. 2.0 L.F. 15" ADS WT @ S=2.00%
3. INSTALL 23 50-740 STORMTECH CHAMBERS WITH 18" GRAVEL UNDER SYSTEM. BOTTOM ELEVATION OF DETENTION SYSTEM = 4927.00, BOTTOM OF CHAMBERS=4928.5, TOP OF CHAMBERS=4931.00. IE IN=4929.25, PROVIDE MIN. OF 18" COVER OVER CHAMBERS. INSTALL AS PER STORMTECH SPECS (SEE STORMTECH DETAIL SHEET)
4. CONST. 22.9 L.F. 15" PERFORATED ADS @ S=0.10%. NOTE: THIS PIPE IS PERFORATED TO ALLOW THE STORM WATER THAT ENTERS THE STORMTECH CHAMBERS TO FLOW THROUGH THE GRAVEL UNDER THE CHAMBERS AND THEN INTO A PERFORATED PIPE AND OUT OF THE SYSTEM.
5. CONST. 3'x3' BOX W/ GRATED LID TO ALLOW OVERFLOW IF NECESSARY. RM=4933.00, 15" IE THRU=4926.90, IE IN (PUMP)=4928.00, IE BOX=4524.00. INSTALL 1.9" ORIFICE OVER OUTLET
6. CONST. 30.0 L.F. 15" RCP @ S=3.25%
7. INSPECTION PORT
8. ISOLATOR ROW (MATCHED AREA)
9. CONST. 34 L.F. 1.5" PUMP LINE
10. CONST. 2'x2' INLET BOX W/ SUMP PUMP (ZOELLER JWS3-SEE DETAIL, SUPPLIER IS MOUNTAINLAND SUPPLY) IN BOTTOM, RM=4919.50, IE BOX=4915.60, IE IN (TRENCH DRAIN)=4917.60. INSTALL 1.5" PUMP LINE
11. CONST. TRENCH DRAIN @ MIN. SLOPE OF 0.4% TOWARD BOX, IE OUT=4917.60
12. DRAIN STORM WATER INTO DRY CREEK, INSTALL 15" FLARED-END SECTION W/ 5 L.F. 6" DIA. RIP-RAP, FL. FLARED-END SECTION=4926.00



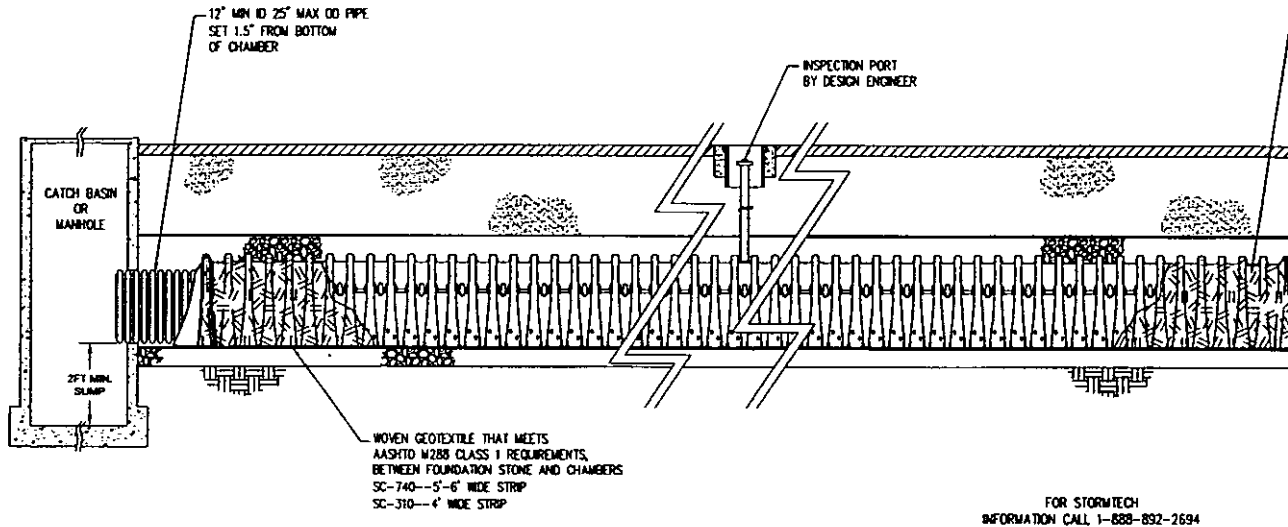
SNOUT DETAIL



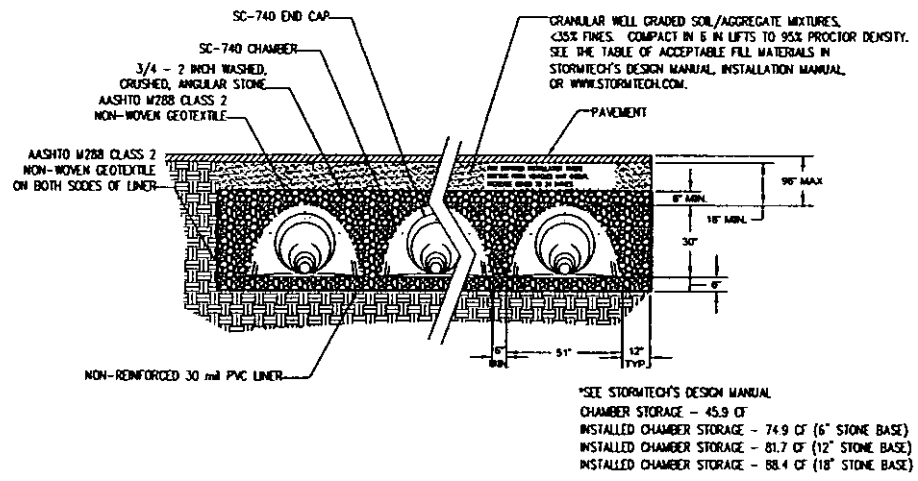
36" CONCRETE WATERWAY
NOTE: USE 2" STEEL CHAIR SUPPORTS 18" O.C. FOR SPECIFIED REBAR.



ORIFICE PLATE INSTALLATION DETAIL



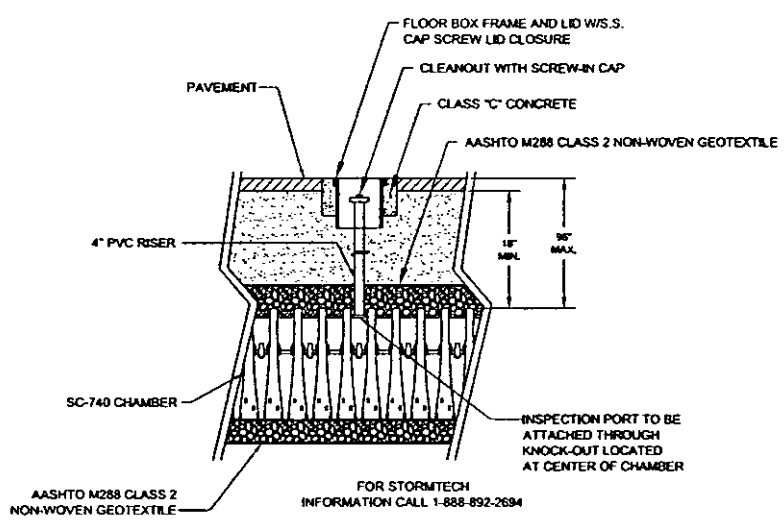
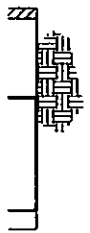
STORMTECH ISOLATOR™ ROW
PROFILE VIEW DETAIL
 NOT TO SCALE



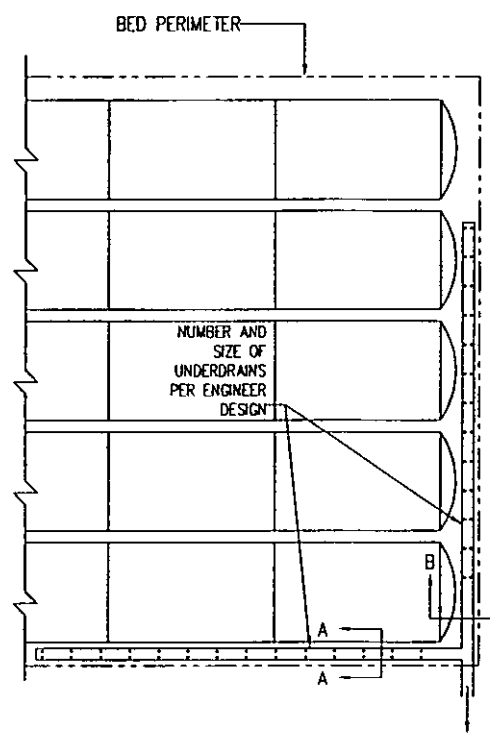
LINER DETAIL

1 ENTIRE ROW WITH
10 M288 CLASS 2
NON-WOVEN GEOTEXTILE
10'---3' WIDE STRIP
10'---5' WIDE STRIP

STORMTECH ENOCAP

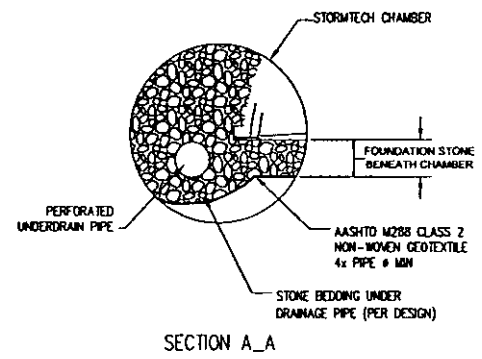


STORMTECH SC-740 CHAMBER SYSTEM
OPTIONAL INSPECTION PORT DETAIL
NOT TO SCALE

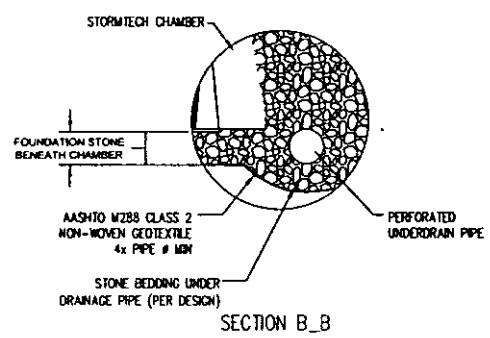


TO OUTLET CONTROL
STRUCTURE

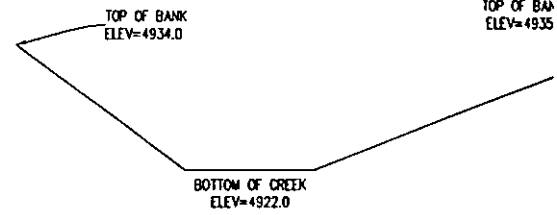
UNDERDRAIN DETAIL



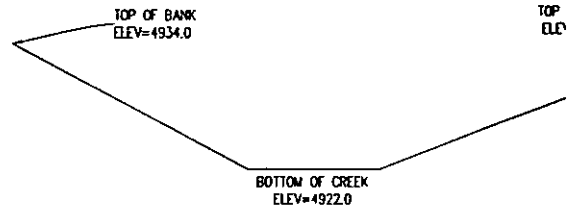
SECTION A_A



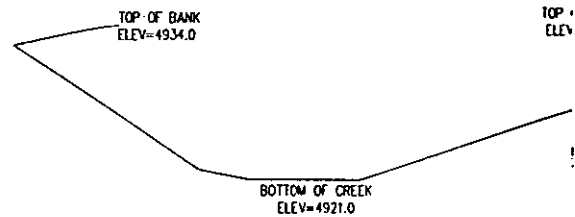
SECTION B_B



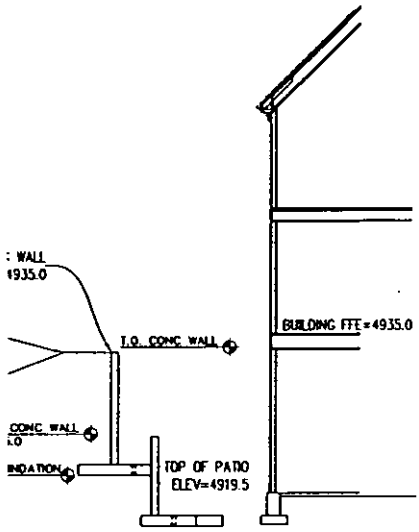
DRY C



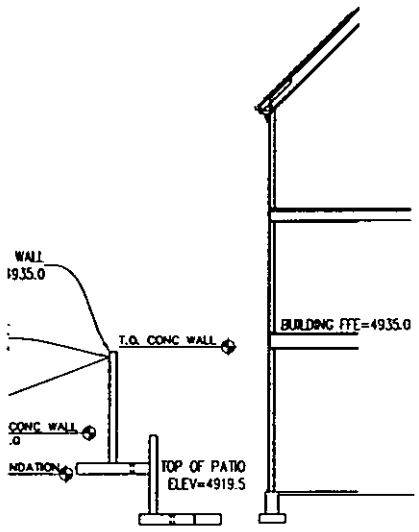
DRY C



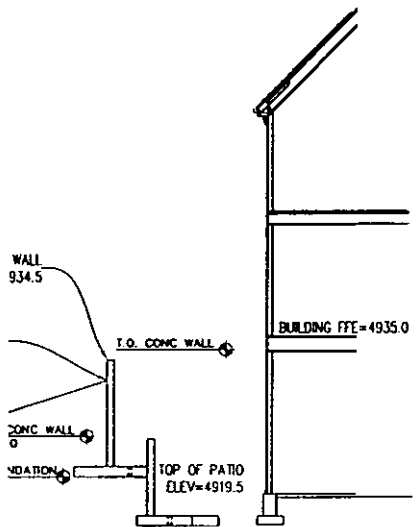
DRY C



K SECTION A-A



K SECTION B-B



SECTION C-C