

9298995

WHEN RECORDED MAIL TO:
Questar Regulated Services Company
P.O. Box 45360, Right-of-way
Salt Lake City, UT 84145-0360
2021b&b.sup

9298995
02/14/2005 11:24 AM \$20.00
Book - 9094 Pg - 1102-1107
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
QUESTAR GAS COMPANY
PO BOX 45360
SLC UT 84145-0360
BY: SBM, DEPUTY - WI 6 P.

Space above for County Recorder's use
PARCEL I.D.# 33-23-400-005

SUPPLEMENTAL EASEMENT AGREEMENT

UT 02216

This Supplemental Easement Agreement ("Agreement") is entered into between **B&B RESOURCES, INC.** ("Grantor"), and **QUESTAR GAS COMPANY**, a Utah corporation ("Grantee").

RECITALS

A. Grantee acquired a Right-of-Way and Easement ("Easement") under that certain Right-of-Way and Easement Grant ("Grant") dated September 4, 1940 and recorded February 27, 1950 as Entry #1190017, in Book 744, at Page 143, in the Salt Lake County Recorder's Office. The Grant is attached hereto as Exhibit "A".

Land of the Grantor located in the Northeast Quarter of Section 23, Township 4 South, Range 1 West, 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. Grantor shall have the right to construct two (2) triangular concrete signs over Grantor's pipeline, with footings located at the corners of the signs, and a pre-formed concrete

wall ("Improvement") along the westerly edge and within the boundaries of the Easement. The improvements shall be constructed in accordance with plans attached hereto as Exhibit "B".

2. Grantor acknowledges that Grantee maintains a 6" high pressure natural gas pipeline within the Easement area. Prior to any construction of the Improvement, Grantor shall have the Easement area "blue-staked" and shall take all necessary preventative measures to ensure that the Improvement does not cause damage to Grantee's facilities.

3. 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.

4. 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 14th day of February, 2005.

QUESTAR GAS COMPANY

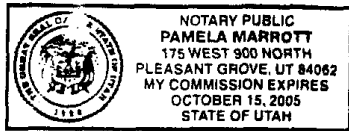
By- 
Attorney-in-Fact

B&B RESOURCES, INC.


Dave Balls, President

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

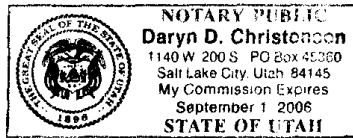
On the 9 day of February, 2005, personally appeared before me
Dave Ball
the signer(s) of the foregoing instrument, who duly acknowledged to me that he/she/they
executed the same.



Pamela Marrott
Notary Public

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

February 14, 2005
On ~~August 21, 2003~~, 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
#~~7376702~~, at Book ~~8284~~, Page ~~183~~, in the Office of the Salt Lake County Recorder.
9269435 9081 8677



Daryn D. Christensen
Notary Public

14
1190017

RECEIVED

MAR 20 1950

F.A.P. 119-8-E
Bet. Sta. 511+54 & 520+84

RIGHT OF WAY GRANT

MOUNTAIN FUEL SUPPLY COMPANY
UTAH 2216

B. 3. 1. 2.

SALT LAKE VALLEY SAND & GRAVEL COMPANY, a Corporation of the State of _____, Grantor, does hereby convey and warrant to MOUNTAIN FUEL SUPPLY COMPANY, a corporation of the State of Utah, Grantee, its successors and assigns, for the sum of

***** One and no/100 ***** Dollars (\$ 1.00), receipt of which is hereby acknowledged, a right of way and easement to lay, maintain, operate, repair, remove and replace pipe lines, gates and gate-boxes for the transportation of gas through and across the following described land and premises in Salt Lake County, State of Utah, to-wit:

A strip of land, 16 ft. wide, adjoining the westerly right of way line of highway known as F.A. Project No. 119, in the SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 23, T. 43S., R. 11W., S. L. M., the center line of said strip of land being described as follows:

Beginning at a point on the east boundary line of said SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 23, which point is 108 ft. radially distant westerly from the center line of survey of said highway at Engineer's Station 511+54, said point being also 366 ft. north from the southeast corner of said SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 23; thence northerly 953 ft. along the arc of a 4405.3 ft. radius curve to the right to the north boundary line of said SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 23, (Note: Tangent to said curve at the point of beginning bears N. 7° 38' W.).

The above described strip of land contains 0.35 acre.

TO HAVE AND TO HOLD the same unto the said Mountain Fuel Supply Company, its successors and assigns, so long as such pipe line or lines, gates or gate-boxes shall be maintained, with the right of ingress and egress to and from said right of way to maintain, operate, repair, remove and replace the same. The said Grantor to fully use the said premises, except for the purposes for which this right of way and easement is granted to the said Grantee.

The said grantor, for the consideration referred to above, does hereby release and discharge the said Grantee, Mountain Fuel Supply Company, of and from any and all damages, claims, demands, actions or suits on account of damages to the above described land and premises sustained by the said Grantor, its successors and assigns, because of the construction, maintenance or operation of said pipe line.

IN WITNESS WHEREOF the Grantor has caused its corporate name and seal to be hereunto affixed this 4th day of September 1940.

ATTEST:
Salt Lake Valley Sand and Gravel Company, a corporation,
J. W. Mahan

- POOR COPY -
CO. RECORDER

(Over)

EXHIBIT "A"

BK 9094 PG 1105

MOUNTAIN FUEL SUPPLY COMPANY

UTAH 2216

STATE OF Utah)
COUNTY OF Salt Lake) SS

On the 4th day of September, 1940, personally appeared before me
Frank M. Maher, and _____,
who being duly sworn, did say that ~~they are~~ ^{he is} the President and
_____, ~~respectively~~ of Salt Lake Valley Sand and Gravel,
a corporation of Utah, and that said instrument was signed in
behalf of said corporation by authority of a resolution of its Board of Directors,
and said Frank M. Maher and _____ acknowledged
to me that said corporation executed the same.

My Commission Expires:

March 11, 1944

John D. Rice
Notary Public
Residing at Salt Lake City, Utah

Recorded at Request of MOUNTAIN FUEL SUPPLY CO. FEB 27 1950

at 10:37 AM Fee paid \$ 1.90 Hazel Taggart Chase, Recorder Salt Lake County, Utah

By JR Taggart, Dep. Book 744 Page 143 Ref: D35B339-6

POOR COPY -
CO. RECORDER

52' SECTION OF 24' 1/2' BLK
CITIZEN OF IOWA
TOP ST. E. 1/4 S. 1/4 T. 1 N. R. 1 E.

Handwritten notes and signatures in the bottom left corner, including "MOUNTAIN FUEL SUPPLY CO."

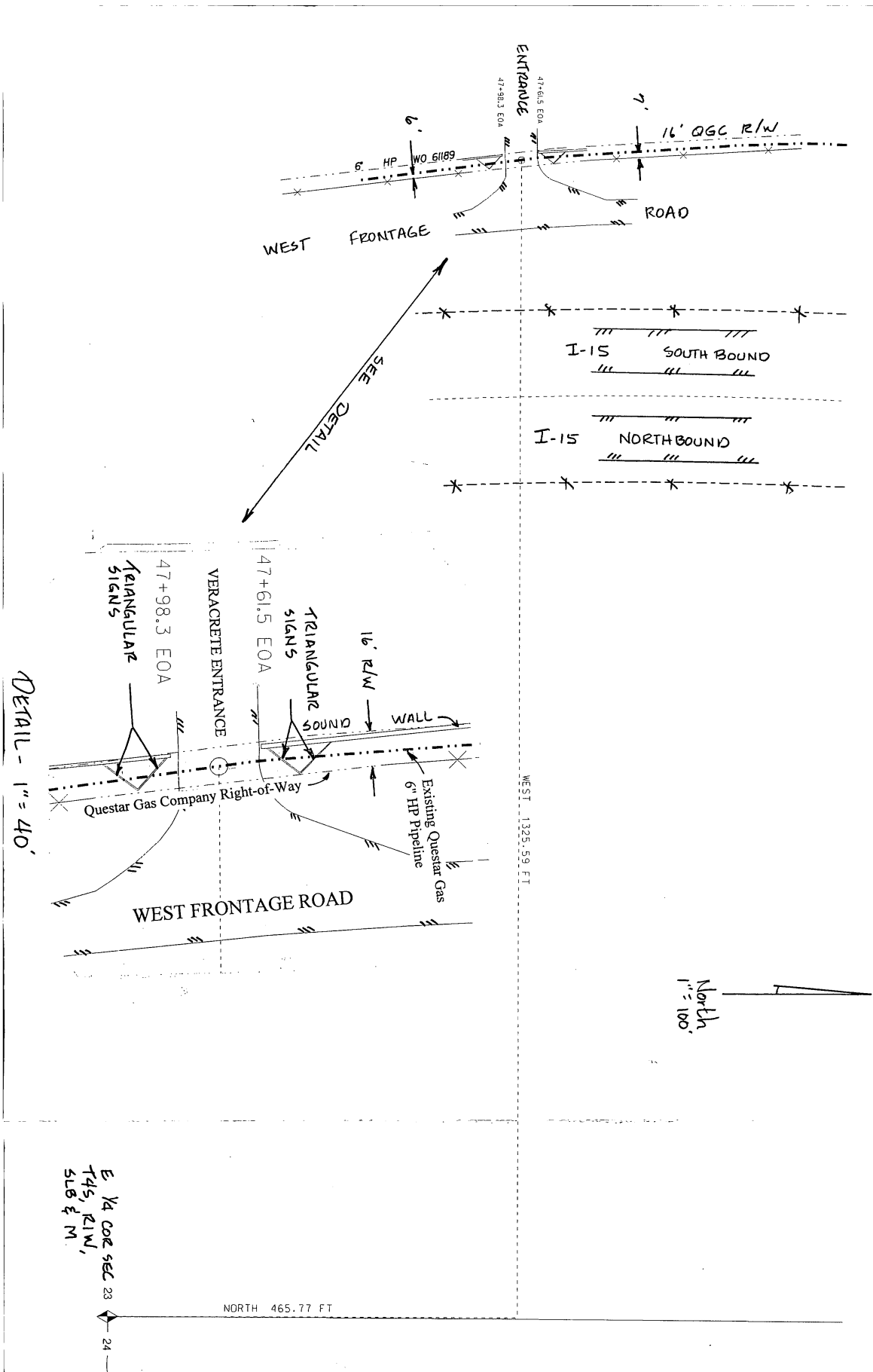


EXHIBIT "B"