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 Pas: 6 DEP RT REC'D FOR QUESTAR GAS

SW-25-3N-1W

Space above for County Recorder's use PARCEL I.D.# 08-079-0012 ,0008014 00/2 00/7 thru 0001,0083 chru 00 27,0006

SUPPLEMENTAL EASEMENT AGREEMEN 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.

- 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.

Ross H. Campbell

By: Bonni & Campbell

Bonnie F. Campbell

QUESTAR GAS COMPANY

By- (July (1 Atterney-in-Fact

STATE OF UTAH ) ) ss. COUNTY OF Davi's

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

Page 3 of 4 Pages

VALERIE B WINTLE
Notary Public
State of Utah
My Commission Expres May 20, 2011
12 Wast State Sheet, PO Bit 507 Fear order, UT 00025

May Wust

STATE OF UTAH	)
	) ss
COUNTY OF SALT LAKE	)

On, Abrilly W. Spersonally appeared before me Will Light, 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.

NOTARY PUBLIC
Daryn D.Christensen
1140 W. 200 S., PO Box 45360
Salt Lake City, Utah 84145
My Commission Expires
September 1, 2010
STATE OF UTAH

(Utah form)

UTAN DIVISION
138

# EXHIBIT A

Farmington,	Shaha af Utah.
of	, State of, hereby convey8_
Warrant_8 to WASATCH GAS CO., a	Utah corporation, grantee, of Sait Lake City, State of Utah,
successors and assigns, for the sum of-	One And NO/100 Doil
the right of way to lay, maintain, oper-	ate and remove pipe lines and erect, maintain, operate and rem
	right of ingress and egress to and from said right of way, over
through the following described tract o Davis	of land in Township
of, State of	Utah, bounded and described as follows: of Sec. 25. Now Owned by LH, Tavnikar .
	or becaration owned by LHARIVIIII.
•, •	
	•
The said grantor, to fully use and	I enjoy the said premises except for the purpose hereinbefore gran
to the said grantee, which hereby agre	ees to pay damages which may arise to crops or fences from
laying, erecting, maintaining, operating	or removing of said pipe lines or telegraph and telephone lines;
	•
damages, it not mutually agreed upon, to	o be ascertained and determined by three disinterested persons,
thereof to be appointed by the said gran	tor, 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 gr
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at any time, a like consideration shall b	e paid for each line so laid, in addition to the damages above 1
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CONCE	R. of W. No. [3]	Right of W	L.H.Ravnikar, single	To	Wasatch Gas Co		Dated Feb 28, 1929	Recorded at the Request	tch Gas	<b>X</b>	in Book of Lewin least	page 585 Jueda L.	Benerier (D) Ent. Margin	See Record O Platted