

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

E 2833352 B 6143 P 411-415  
RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
11/12/2014 01:02 PM  
FEE \$30.00 Pgs: 5  
DEP RT REC'D FOR QUESTAR

11-096-0018,0034

11-641-0001,0004

11-533-0070,0071

11-393-0119,0118

11-336-0011

11-389-0018

11-457-0024

11-430-0019,0020

Space above for County Recorder's use  
PARCEL I.D. 110960034

**SUPPLEMENTAL EASEMENT AGREEMENT  
UT00175-2**

This Supplemental Easement Agreement ("Agreement") is entered into between **MAVERIK, INC.**, a Utah corporation (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 Quit Claim Deed (Grant) dated September 14, 1989 and recorded September 29, 1989 as Entry No. 870697 in Book 1315 at Page 471 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 33, Township 4 North, Range 1 West, Salt Lake Base and Meridian.

**EASEMENT DESCRIPTION.** A 40.0 foot wide Right-of-Way and Easement lying 15.0 feet West and 25.0 feet East of the following-described line: Beginning at a point in the Northerly right-of-way line of 200 North Street, Kaysville, Utah; said point being located North 89°49'30" West 912.75 feet along the quarter section line, South 25°17'19" East 11.55 feet and North 88°53'17" West 740.50 feet from the East Quarter Corner of Section 33, Township 4 North, Range 1 West, Salt Lake Base and Meridian; thence North 21°24'54" West 1621.69 feet; thence North 20°46'39" West 696.28 feet; thence North 19°27'32" West 849.52 feet to a point located North 89°45'10" West 98.00 feet and North 308.58 feet from the North Quarter Corner of said Section 33; thence North 16°38'49" West 941.52 feet to the Southerly right-of-way line of Phillips Street.

- B. Grantee owns and operates two natural gas pipelines; a 20" diameter high-pressure pipeline, a 10" diameter intermediate high-pressure pipeline, and related facilities within the Easement (collectively, the Facilities).
- C. Grantor is the owner of a parcel of property in Kaysville, Utah, more particularly described as Maverik, Inc. 200 North & 900 West Site (the Property).
- 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 and install a paved parking lot, concrete walkways, fencing, grass and other low-growing landscape (Improvements) over and across Grantee's Facilities within the boundaries of the Easement. The proposed location of the Improvements have been verified by Grantee and is specified on the drawing attached hereto as Exhibit "A", 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 maintain a minimum 5.00 feet of soil cover over all locations within the Easement used for passenger vehicle loads during construction activities. Grantor agrees to install an air-gap bridge for all heavy equipment surcharge loads (e.g. haul trucks, mobile cranes, and concrete trucks) crossing the Easement during construction activities.
4. Grantor agrees that heavy compaction and vibrating is not allowed within the Easement and light compaction methods shall be required to prepare subgrade material within the Easement.
5. Grantor shall not use or allow the Easement to be used for soil stockpiling or construction materials storage during construction activities.
6. Grantor shall maintain a minimum 4.0 feet of soil cover with 3 inches of asphalt for all finished pavement areas within the Easement and a minimum 3.0 feet and maximum 6.0 feet of soil cover over the Easement outside of the pavement areas, within the Easement.
7. Grantor agrees to install fencing at an angle not less than 30 degrees to Grantee's Facilities. No fence or gate posts shall be installed closer than 5.0 feet to the two natural gas pipelines. A gate shall be installed in the fence crossing to allow for Grantee's periodic patrol and maintenance of its Facilities.
8. Grantor acknowledges that trees, deep-rooted plants, retaining walls, sheds, enclosures 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.
9. Grantor acknowledges and agrees that 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. Grantor shall assume sole responsibility to ensure compliance with all applicable laws and regulations in connection with its maintenance and construction activities.

10. 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.
11. Grantee, at its sole discretion, may have qualified inspector(s) 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 inspector(s) 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).
12. 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. Any and all work conducted by Grantee on the Easement shall be conducted in such a manner as to avoid, to the greatest extent reasonably possible, interfering with Grantor's operation on the Property. Additionally, subsequent to any work by Grantee on the Property, Grantee shall return the Property to a condition as near as practicable, the condition as existed prior to such work.
13. Grantor shall defend, indemnify, and hold Grantee harmless from and against any and all liability, damages, losses, costs, and expenses, including without limitation attorney fees, on account of injury or damage to persons or property, including without limitation employees or agents of Grantor and its subcontractors of any tier, unless due to Grantee's gross negligence or willful misconduct.
14. All terms of the Grant not specifically modified or supplemented herein shall remain in full force and effect.
15. 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.

*[Signatures and acknowledgements on following page]*

WITNESS the execution hereof this 31<sup>st</sup> day of October, 2014.

**QUESTAR GAS COMPANY**

By: Todd C. Cassity  
Attorney-in-Fact

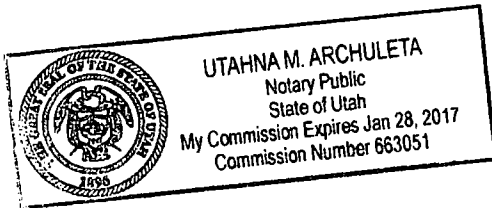
**MAVERIK, INC.**

By: L. Dunkley  
MIKE GALL, President  
**LANCE A. DUNKLEY**

STATE OF UTAH )  
COUNTY OF DAVIS ) ss.

Vice

On the 28 day of OCTOBER, 2014, personally appeared before me Lance A Dunkley who, being duly sworn, did say that he is President of MAVERIK, INC., and that the foregoing instrument was signed on behalf of said corporation by authority of a resolution of its Board of Directors or its bylaws, and said Lance A Dunkley acknowledged to me that said corporation duly executed the same.



Utahna M. Archuleta  
Notary Public

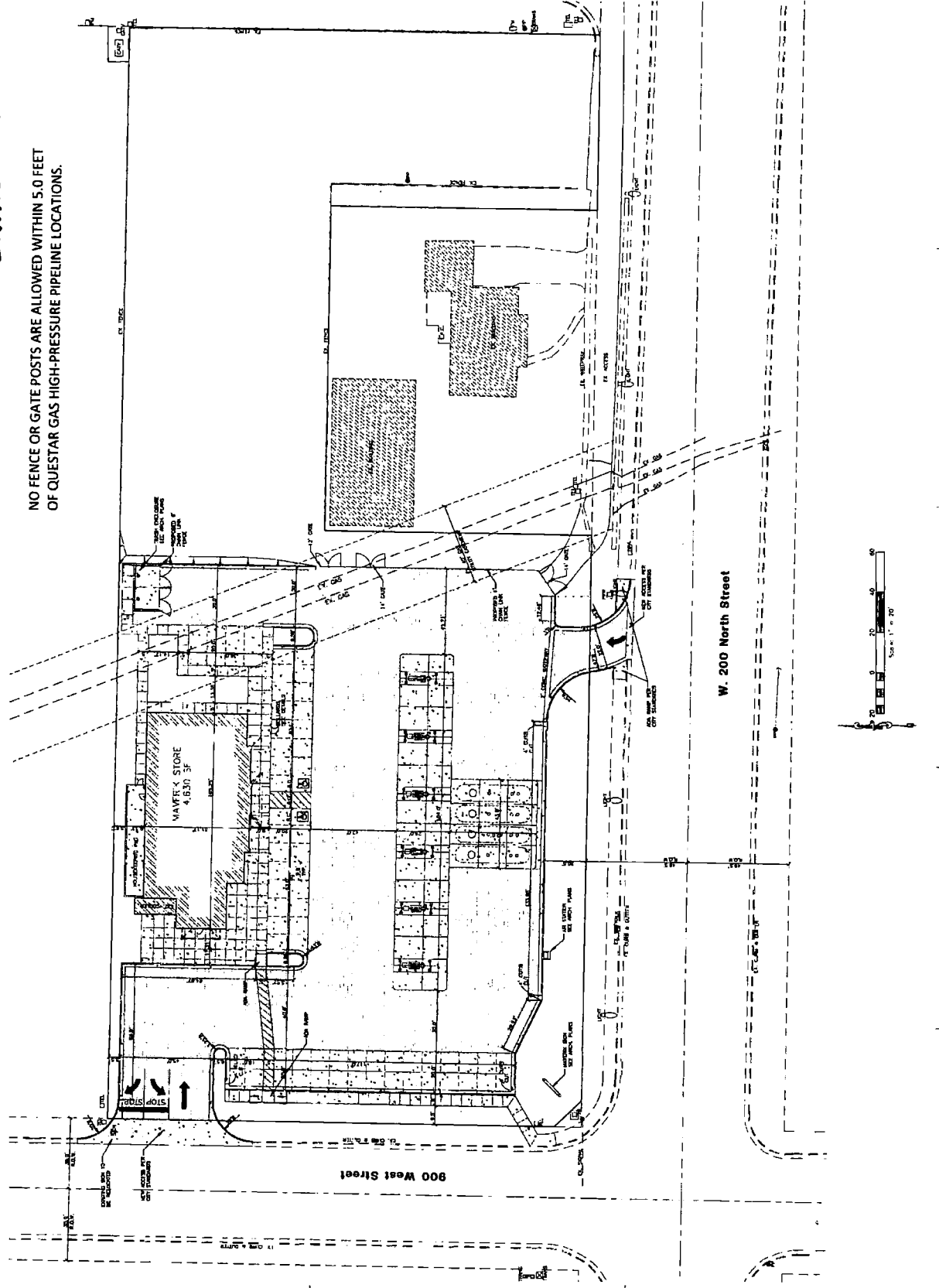
STATE OF UTAH )  
COUNTY OF SALT LAKE ) ss.

On the 31<sup>st</sup> day of October, 2014, personally appeared before me Todd C. Cassity, 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.

Kate Secretan  
Notary Public

# Exhibit "A"

NO FENCE OR GATE POSTS ARE ALLOWED WITHIN 5.0 FEET OF QUESTAR GAS HIGH-PRESSURE PIPELINE LOCATIONS.



2833352  
BK 6143 PG 415



**Reeve & Associates, Inc.**  
CONSULTANTS  
200 CHAMBERLAIN STREET, 14  
CORNER 15A, MAED  
SALT LAKE CITY, UT 84143  
TEL: (801) 471-2440  
WWW.REEVE-ASSOCIATES.COM

PROJECT NUMBER: STB2470  
DATE: 04/13/2011  
NOTE:  
All drawings made by the engineer or architect are based on the information furnished to the engineer or architect by the client. The engineer or architect assumes no responsibility for errors or omissions in the drawings or for any consequences resulting therefrom. The engineer or architect is not responsible for any errors or omissions in the drawings or for any consequences resulting therefrom. The engineer or architect is not responsible for any errors or omissions in the drawings or for any consequences resulting therefrom.



ADVENTURES FIRST STOP  
STORE #777  
MAVERIK, Inc.  
NEC of 900 W.  
& W. 200 North  
Kaysville, UT 84037

#	DATE	DESCRIPTION	BY
1	03/21/11	REVISED DRAWING	REVEE
2	04/13/11	ISSUE	REVEE

PROJECT NO: 111204  
DRAWN BY: R. WILSON  
CHECKED BY: J. WILSON  
SHEET TITLE: Proposed Site Plan  
CS  
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