

WHEN RECORDED MAIL TO:

Questar Gas Company  
P.O. Box 45360, Right-of-Way  
Salt Lake City, UT 84145-0360

12272195  
05/03/2016 02:32 PM \$20.00  
Book - 10427 Pg - 6466-6471  
GARY W. OTT  
RECODER, SALT LAKE COUNTY, UTAH  
QUESTAR GAS COMPANY  
PO BOX 45360  
SLC UT 84145-0360  
BY: DPK, DEPUTY - WI 6 P.

*Space above for County Recorder's use*  
PARCEL I.D. 3311400033

**SUPPLEMENTAL EASEMENT AGREEMENT**  
**UT06481-1**

This Supplemental Easement Agreement ("Agreement") is entered into between **BIG ROCK PROPERTIES, LLC**, 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) recorded August 9, 1962 as Entry No. 1862169 in Book 1951 at Page 335 in the Salt Lake County Recorder's Office, State of Utah.

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

The land of the Grantor, located in Section 11, Township 4 South, Range 1 West, Salt Lake Base and Meridian;

The centerline of a 30 foot wide right-of-way and easement beginning at a point which is 2,630 feet West of the East quarter corner of said Section 11; thence South 22°30'30" East 1,428.80 feet, more or less.

- B. Grantee owns and operates a 20" diameter high-pressure natural gas pipeline and related facilities within the Easement (collectively, the Facilities).
- C. Grantor is the owner of a parcel of property in Bluffdale, Utah; Parcel 3311400033, Address 985 West 14600 South (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 perform construction activities 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 perform grading activities over and across Grantee's Facilities within the boundaries of the Easement. Grantor shall also have the right to cross over the Easement with vehicles and construction equipment as outlined in the attached Truck Weight list and incorporated in this agreement as Exhibit "A". 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 3.5 feet of soil cover over Grantee's Facilities within the Easement.
4. Grantor shall limit vehicle weight to 20,000 pounds or less per axel, with a 10,000 pound limit per single point load over Grantee's Facilities during Grantor's construction activities and normal business operations.
5. Grantor acknowledges that trees, deep-rooted plants, sheds 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.
6. 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.
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. 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.

9. 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
10. Grantor and its subcontractors of any tier, unless due to Grantee's gross negligence or willful misconduct.
11. All terms of the Grant not specifically modified or supplemented herein shall remain in full force and effect.
12. 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.

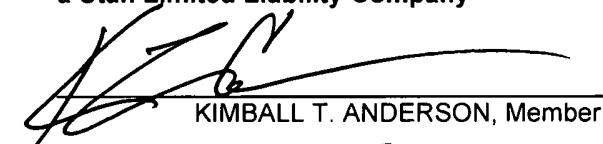
*[Signatures and acknowledgements on following pages]*

WITNESS the execution hereof this 29<sup>th</sup> day of April, 2016

QUESTAR GAS COMPANY

By: Kathy C Secretan  
Attorney-in-Fact

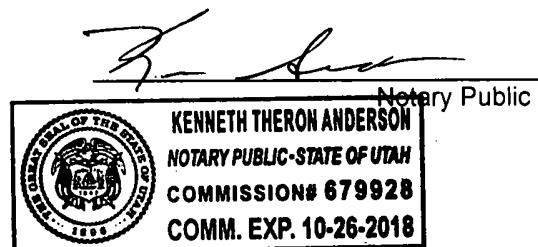
**BIG ROCK PROPERTIES, LLC,**  
a Utah Limited Liability Company

  
KIMBALL T. ANDERSON, Member

  
LAWRENCE W. ANDERSON, Member

STATE OF Utah )  
COUNTY OF Salt Lake ) ss.

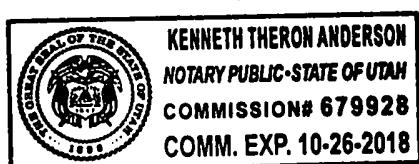
On the 18<sup>th</sup> day of April, 2016, personally appeared before me KIMBALL T. ANDERSON who, being duly sworn, did say that he is a Member of BIG ROCK PROPERTIES, LLC, and that the foregoing instrument was signed on behalf of said company by authority of its Articles of Organization or its Operating Agreement.



STATE OF Utah )  
COUNTY OF Salt Lake ) ss.

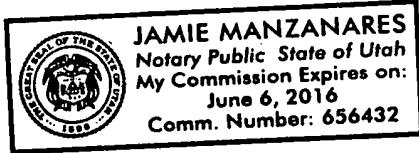
On the 18 day of April, 2016, personally appeared before me LAWRENCE W. ANDERSON who, being duly sworn, did say that he is a Member of BIG ROCK PROPERTIES, LLC, and that the foregoing instrument was signed on behalf of said company by authority of its Articles of Organization or its Operating Agreement.

  
Notary Public



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

On the 21 day of April, 20 16, 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 #11723536 in Book 10177, Page 1360 of the Salt Lake County Recorder's Office.



Jamie Manzanares  
Notary Public

# Exhibit "A"

| TRUCK WEIGHT |      |               |                                   |              |
|--------------|------|---------------|-----------------------------------|--------------|
| UNIT #       | YEAR | MAKE          | MODEL                             | WEIGHT (lbs) |
| 102205       | 1999 | Ford          | F800 Seal Coat Tank               | 15,000       |
| 102507       | 1991 | GMC/Elgin     | Sweeper                           | 12,000       |
| 103415       | 1989 | Ford          | F800 Bobtail                      | 11,000       |
| 103444       | 1996 | Ford          | F700 Water Truck                  | 8,000        |
| 103466       | 1993 | International | 4700 Distributor                  | 12,000       |
| 103476       | 1999 | International | Service Truck                     | 10,000       |
| 106010       | 1995 | Kenworth      | T800 Dump Truck/Transport Trailer | 75,000       |
| 106011       | 1995 | Kenworth      | T800 Dump Truck/Transport Trailer | 75,000       |
| 106012       | 1997 | Kenworth      | W900B Tractor/Transport Trailer   | 82,000       |
| 106014       | 2001 | International | 4900 4K Gal Water Truck           | 17,000       |
| 102207       | 1995 | International | 8200 Tractor/Transport Trailer    | 80,000       |
| 103464       | 2014 | GMC           | 3500 HD                           | 7,700        |
| 103467       | 2014 | Ford          | F350                              | 7,700        |
| 103468       | 2015 | GMC           | 3500 HD                           | 7,700        |
| 103475       | 2015 | Chevy         | 3500 HD                           | 7,700        |
| 103477       | 2015 | Chevy         | 3500 HD                           | 7,700        |
| 104513       | 1997 | Ford          | F350                              | 7,500        |
| 102206       | 1996 | International | 8200 Seal Coat Tank               | 12,000       |
| 102505       | 2006 | Isuzu         | Tymco Sweeper                     | 9,000        |
| 102506       | 1999 | GMC           | Schwarze S3481 Sweeper            | 9,000        |
| 103469       | 2006 | Chevy         | 3500 Dually Dump Truck            | 9,000        |
| 103471       | 2004 | GMC           | 3500 Dump Truck                   | 9,000        |