

WHEN RECORDED MAIL TO:

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

Ent. 129634 Bk. 306 Pg. 1775
Date: 13-JUN-2013 8:12:45AM
Fee: \$38.00 Check
Filed By: CB
BRENDA NELSON, Recorder
MORGAN COUNTY
For: QUESTAR PIPELINE COMPANY

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

SUPPLEMENTAL EASEMENT AGREEMENT

UT00744-1

This Supplemental Easement Agreement ("Agreement") is entered into between **NA MORGAN DEVELOPMENT, L.L.C.**, (Grantor) and **QUESTAR PIPELINE 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) dated February 26, 1929 and recorded November 14, 1935, Book Misc. 2, Page 250 in the Morgan County Recorder's Office, State of Utah.

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

Land of the Grantor located in Section 26, Township 4 North, Range 2 East, Salt Lake Base and Meridian.

EASEMENT DESCRIPTION. A right-of-way and easement thirty feet (30') in width, 15.0 feet on each side of Grantee's pipeline.

B. Grantor is the owner of a parcel of property at approximately 700 East Street and Great View Drive, Morgan, Utah, more particularly described as Mahogany Ridge Subdivision Phase Three ("the Property").

C. The Property is encumbered by a portion of the Easement.

D. Grantor desires to construct improvements, described below, within the Easement that conflict with Grantee's rights under the Grant.

E. Grantee agrees to allow Grantor to construct improvement(s) within the Easement subject to and in accordance with the terms of this Agreement.

F. 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 a roadway over and across Grantee's pipeline (Facilities) within the Easement according to the Final Plat Mahogany Ridge Subdivision Phase Three subdivision plat (Exhibit "A") on file with the Morgan County Recorder's Office, State of Utah. Grantor and Grantee acknowledge that this Agreement does not contemplate the relocation of any of Grantee's Facilities. Grantor shall be responsible for all liabilities and obligations assumed under this Agreement.
3. Grantor shall comply with Specification For Construction Work Over Questar Pipeline's ML3, High-Pressure Natural Gas Pipeline (Exhibit "B") and Concrete Cap Detail (Exhibit "C").
4. 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.
5. Grantee, at its sole discretion, may have qualified inspectors 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 inspectors 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).
6. 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 pipeline and otherwise perform all pipeline-related operating and maintenance activities.
7. All terms of the Grant not specifically modified or supplemented herein shall remain in full force and effect.
8. 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.

WITNESS the execution hereof this 15th day of May, 2013.

QUESTAR PIPELINE COMPANY

By:



Phil A. Wolf

Attorney-in-Fact

NA MORGAN DEVELOPMENT, L.L.C., a
Utah Limited Liability Company, by its Manager

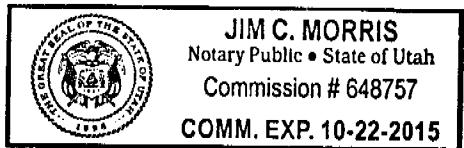
WASATCH WEST, L.C., a
Utah Limited Liability Company, by its Authorized Member

EVERGREEN HOLDING, L.L.C., a
Utah Limited Liability Company

By: 
NEIL J. WALL, Manager

STATE OF UTAH)
COUNTY OF Davis) ss.

On the 29th day of April, 2013, personally appeared before me NEIL J. WALL,
the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.


Notary Public

On the 15th day of May, 2013, personally appeared before me
Richard A. Bellstrom, who being duly sworn, did say that he is Attorney-in-Fact
for QUESTAR PIPELINE 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 #119740, at Book 283, Page 1296 in the office of the Morgan County Recorder.

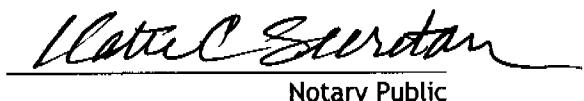
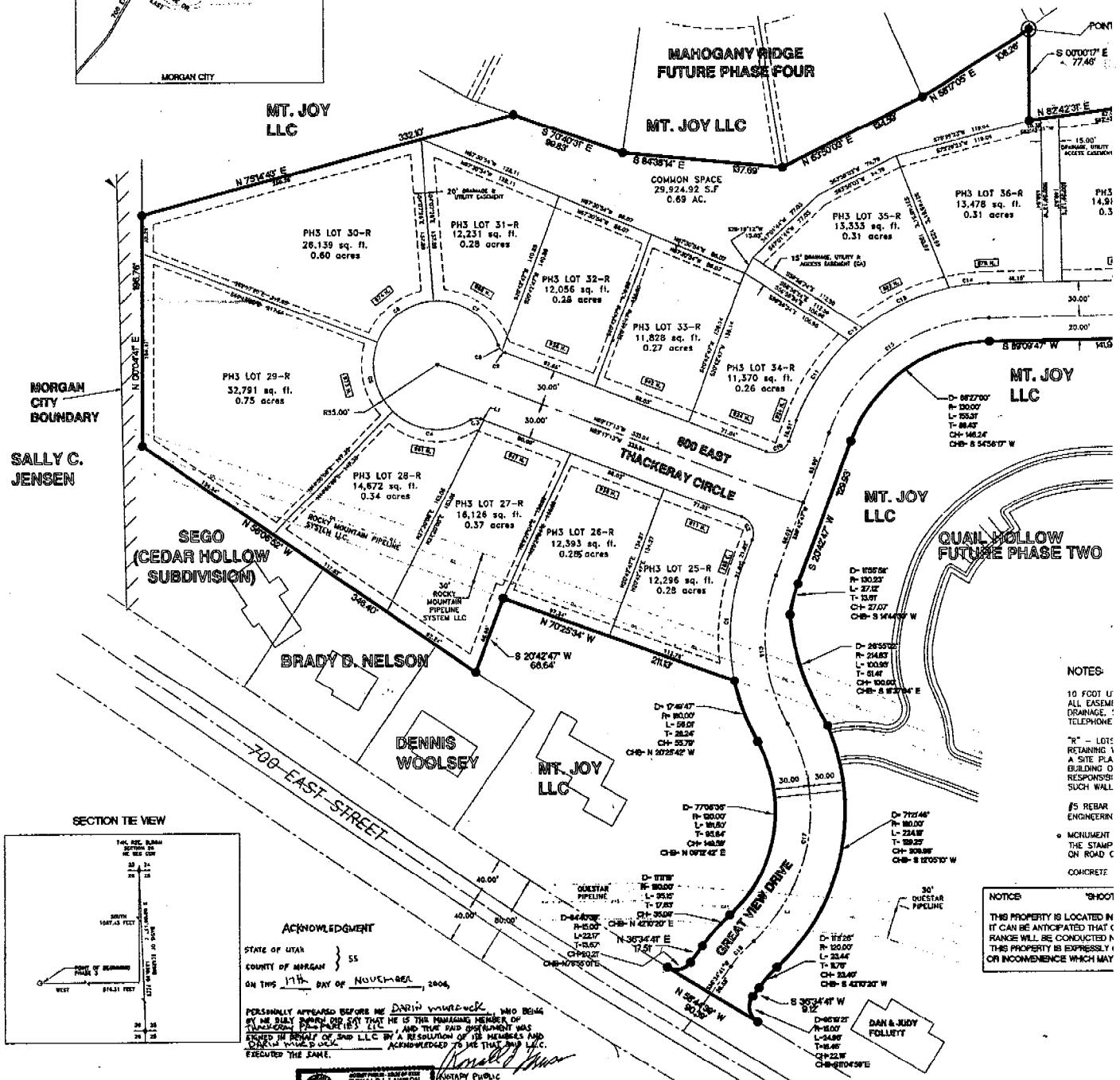
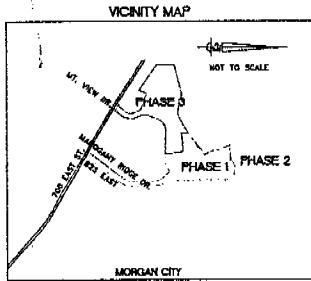

Notary Public

Exhibit "A"

FINAL PLAT MAHOGANY RIDGE SUBDIVISION PHASE THREE

PART OF THE NORTHEAST 1/4 OF SECTION 26
 TOWNSHIP 4 NORTH, RANGE 2 EAST, S.I.B. & N
 MORGAN CITY
 MORGAN COUNTY, UTAH
 JULY, 2006



MORGAN CITY COUNCIL ACCEPTANCE

THIS IS TO CERTIFY THAT THIS SUBDIVISION PLAT HAS BEEN
 PRESENTED TO THE MORGAN CITY COUNCIL, AT WHICH TIME
 IT WAS APPROVED AND ACCEPTED.

THIS 8th DAY OF November, 2006

H. Dennis Paau

MAYOR, MORGAN CITY

ATTEST: John G.
 CITY RECORDER

MORGAN CITY ATTORNEY

APPROVED AS TO FORM

THIS 15th DAY OF August, 2006

John L. Neff

ATTORNEY

MORGAN CITY ENGINEER

APPROVED AS TO FORM

THIS 24th DAY OF August, 2006

Guyay L. Neff

CITY ENGINEER

MORGAN CITY PLANNING COMMISSION

THIS IS TO CERTIFY THAT THIS SUBDIVISION PLAT WAS DULY APPROVED BY
 THE MORGAN CITY PLANNING COMMISSION ON THE 24th DAY OF August, 2006.

David D. Stach
 CHAIRMAN, MORGAN CITY PLANNING COMMISSION

STATE OF UTAH
 COUNTY OF MORGAN
 ON THIS 24th

PERSONALLY AP
 MT. JOY LLC,
 L.L.C. BY David D. Stach
 ACKNOWLEDGED
 AKA David D. Stach

SPECIFICATION FOR CONSTRUCTION WORK OVER QUESTAR PIPELINE'S ML 3, HIGH-PRESSURE NATURALGAS PIPELINE

1.0 General Requirements

- 1.1 Contractor shall make the appropriate Utah Blue Stakes one call prior to commencing any construction activities.
- 1.2 Questar Pipeline shall be notified directly and approval given prior to any work over its natural gas lines. Notification shall be made 48 hours in advance to Steve Robinson at (801) 324-4600.
- 1.3 Contractor shall pot hole the gas line to identify actual location and depth of cover.

2.0 Vehicle/Equipment Crossings

2.1 Contractor shall cross the pipeline only at approved marked crossing.

When vehicles/equipment are within 2'-0" (horizontal) of the gas line, the following amounts of minimum cover shall be provided over the pipeline. The cover shall be undisturbed or compacted soil. Contractor shall verify all depths. The minimum cover requirements are specified below.

Combined Axle Load**	ML 3 (16.0" OD) X-52, 0.250" w.t., 620 psig MAOP
	MINIMUM DEPTH OF COVER REQUIRED DURING CONSTRUCTION*
0 - 40,000 lbs	6'-0"
40,000 - 48,000 lbs	6'-6"
48,000 - 56,000 lbs	7'-4"
56,000 - 64,000 lbs	8'-2"

* Measured from the top of the pipe to the ground surface.

** Single axle load or total combined load for tandem axles.

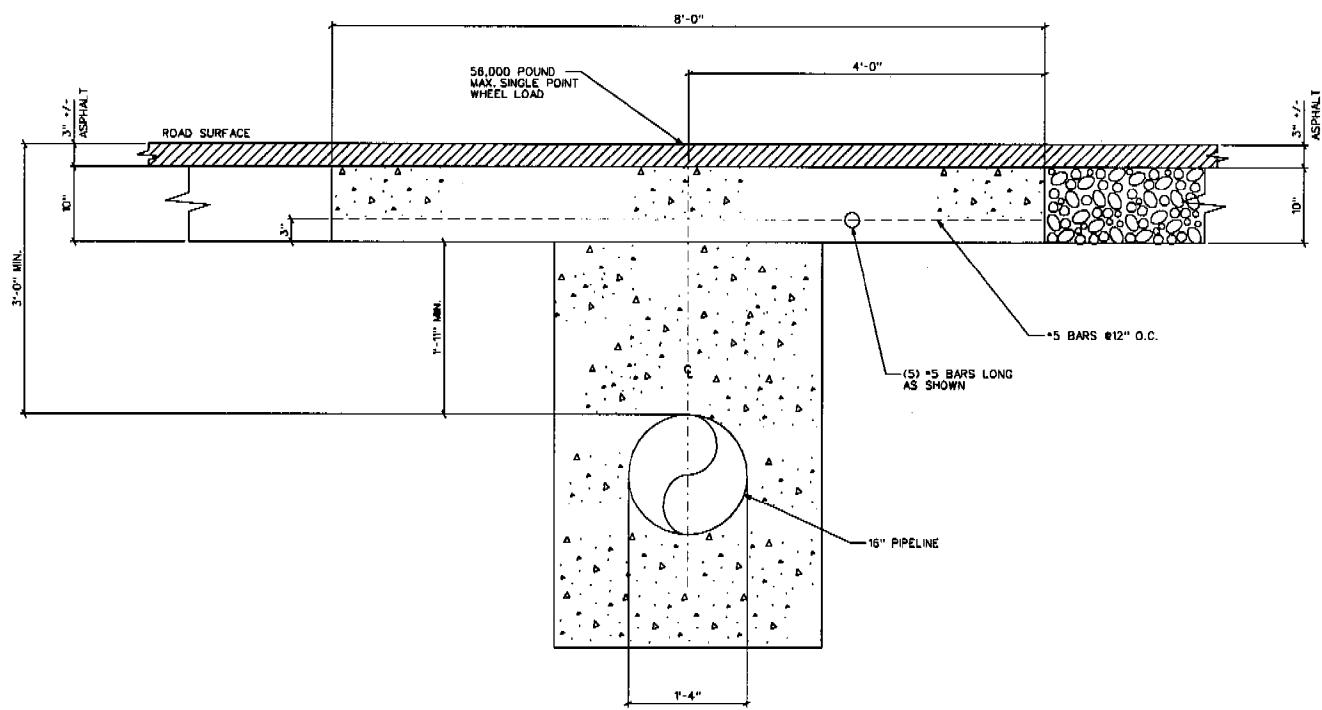
3.0 Excavation Over High Pressure Gas Pipeline

- 3.1 When excavating within 3'-0" (horizontal) of the pipeline, a Questar Pipeline representative and a laborer (contractor provided) shall be present at all times to spot the line.
- 3.2 Excavation within 2'-0" (horizontal) of the gas line shall be accomplished with a track hoe or similar equipment excavating perpendicular to either side of the pipeline.
- 3.3 The excavator's bucket shall have a flat cutting edge (no teeth) and work no closer than 2'-0" around the outside of the gas line.
- 3.4 Excavation within 2'-0" of the outside of the gas line shall be done by hand.

4.0 Roadbase & Compaction Over Gas Line

- 4.1 Backfill material placed around and within 1'-0" of the gas line shall be sand that meets or exceeds AASHTO M6 requirements.
- 4.2 Roadbase shall be placed over the pipeline utilizing a track hoe or similar equipment.
- 4.3 Compaction of roadbase placed in areas with less than 3 ft. of original cover over the pipeline shall be done with light weight equipment (< 3,000 lbs) possessing smooth plates or drums.
- 4.4 Vibratory compaction of roadbase with roller compactors shall not be performed within 2'-0" (horizontal) of the pipeline, regardless of its' depth
- 4.5 When the road has been roughed to grade the contractor shall install a concrete cap extending the width of the road over the pipeline as detailed in the attached drawing.
- 4.6 After the concrete cap has been installed no vehicles with a combined axle load over 56,000 pounds shall be allowed to cross the pipeline.
- 4.7 Vibratory compaction of asphalt over the gas line will be allowed.

Exhibit "C"



**ML 3 ROAD CROSSING AT
MAHOGANY RIDGE PHASE 3**

SCALE: N.T.S.

P.M./W.C.		
DRAWING NO 4-17-13		COUNTY,
APPROVED FOR CONST.		
CADD FILE		
NO.	DESCRIPTION	DATE / BY

**ML 3 ROAD CROSSING AT
MAHOGANY RIDGE PHASE 3**

SCALE: INTS	DRWG. NO.	REV. NO.
SHEET No. 1 OF 1	50550	0

Ent 129634 Bk 0306 Pg 1782