

WHEN RECORDED MAIL TO:
Questar Gas Company
P O. Box 45360, Right-of-Way
Salt Lake City, UT 84145-0360
L:FL12 2022/FAA Supplemental

14023568 B: 11376 P: 3461 Total Pages: 5
09/30/2022 12:09 PM By: zjorgensen Fees: \$40.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: QUESTAR GAS COMPANY
PO BOX 45360 SALT LAKE CITY, UT 841450360



Space above for County Recorder's use
Parcel I.D. # 08-28-400-005
and 08-28-400-008

SUPPLEMENTAL EASEMENT AGREEMENT
UT 32087-

This Supplemental Easement Agreement (Agreement) is entered into between **UNITED STATES OF AMERICA**, (Grantor) and **QUESTAR GAS COMPANY dba DOMINION ENERGY UTAH**, 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 June 27, 1962 and recorded June 27, 1962 as Entry No. 1854632, Book 1937, Page 631 in the Salt Lake County Recorder's Office, State of Utah.

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

Beginning at a point on the North line of Section 28, Township 1 North, Range 1 West, SLB&M, said point being South 89°19'32" West along the North line of the Section 1,048.60 feet from the Northeast Corner of said Section 28, thence South 8°04'36" East 2,469.40 feet, thence South 6°31'36" East to a point which is South 83°29'44" West 704.80 feet from the East Quarter Corner of said Section 28, thence South 8°01'06" East 2,269.50 feet to the North fence line of 6th North Street.

- B. Grantee currently owns and operates a 20" high-pressure (steel) natural gas pipeline and related facilities within the Easement, Grantee also owns an abandoned 10" (steel) pipeline within the Easement (collectively, the Facilities).

- C. Grantor is the owner of a parcel of property in Salt Lake County, Utah, more particularly described as:

Parcel #08-28-400-005

Commencing South 89°51'50" East 1,332.11 feet and North 0°02'38" East 1,086.00 feet from the South Quarter Corner of Section 28, Township 1 North, Range 1 West, SLB&M, thence South 89°51'50" East 600.00 feet; thence South 0°02'38" West 750.00 feet; thence South 89°51'50" East 200.00 feet; thence North 0°02'38" East 840.00 feet; thence North 89°51'50" West 800.00 feet; thence South 0°02'38" West 90.00 feet to the point of beginning. Also,

Parcel 08-28-400-008

Beginning South 89°51'50" East 1,332.11 feet and North 0°02'38" East 336.00 feet and South 89°51'50" East 20.01 feet from the South Quarter Corner of Section 28, Township 1 North, Range 1 West, SLB&M; thence North 0°02'38" East 819.99 feet; thence South 89°51'50" East 137.68 feet; thence South 1°35'06" West 347.92 feet; thence South 0°42'43" West 443.72 feet; thence South 45°42'43" West 40.70 feet; thence North 89°51'30" West 94.04 feet to the point of beginning.

(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, provided that nothing in this Agreement shall be construed as Grantee's waiver, acquiescence, permission or authorization for Grantor to construct future improvements or encroachments inconsistent with the terms of this Supplemental Easement Agreement without Grantee's prior consent and supplemental modification of this agreement. 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 the Supplemental Easement Agreement within the Property in accordance with the terms herein.
 2. Grantor desires to construct into the Questar Gas Easement an open/enclosed Storage building, as shown on attached drawing referred to in the 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. Prior to commencement of construction, Grantor shall submit a Development Plan for review by Grantee's engineering department and shall comply with requirements given pertaining to work within the Easement area
 4. Grantor shall maintain a minimum 3.0 feet and maximum 6.0 feet of soil cover over Grantee's Facilities and the Easement.
 5. 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 Improvements, at Grantor's sole cost and expense. In an emergency, Grantee shall have the right to remove Grantor's Improvements without notice and without any liability for damages. As further consideration for granting this Agreement, Grantor also agrees to pay any and all 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. Any subsequent replacement or reconstruction of the Improvements shall be at Grantor's sole cost and expense.
 6. Grantor acknowledges that deep-rooted plants and trees, rock walls, retaining walls, permanent structures, enclosures and other types of encroachments (Encroachments), except as provided herein, 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.

7. As required by law, Grantor shall notify Utah Blue Stakes at least 48 hours prior to starting any further 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.
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 Grantor and its subcontractors of any tier, unless due solely to Grantee's gross negligence or willful misconduct.
10. 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 19 day of SEPTEMBER, 2021.

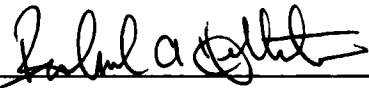
GRANTOR:
UNITED STATES OF AMERICA

By: 

Print Name: KELLY L. HILL

Its: AUTHORIZED REPRESENTATIVE

GRANTEE:
QUESTAR GAS COMPANY
dba DOMINION ENERGY UTAH

By: 

Print Name: RICHARD A. HEUSTRAN

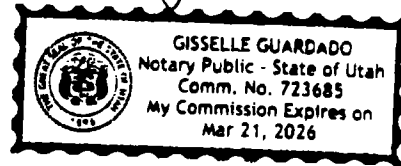
Its: Authorized Representative

(Notary Acknowledgements on following page)

STATE OF UTAH)
COUNTY OF Tooele) ss.

On the 19 day of September, 2022, personally appeared before me
Ken Lynn Hill, the signer(s) of the foregoing
instrument, who duly acknowledged to me that he/she/they executed the same.

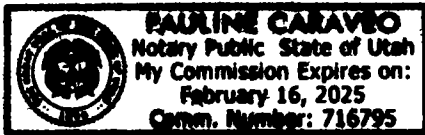
Gisselle Guardado
Notary Public

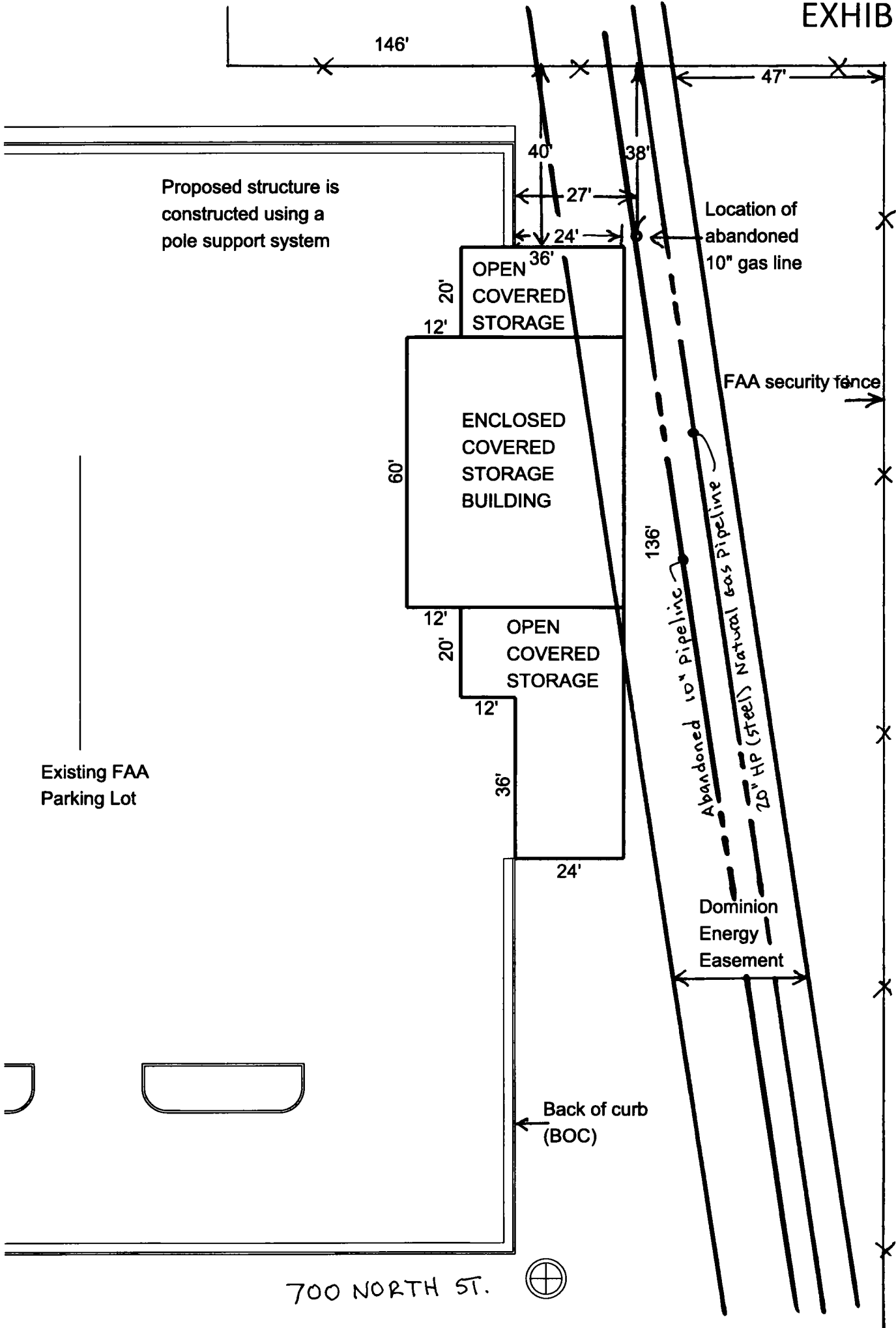


STATE OF UTAH)
COUNTY OF SALT LAKE) ss.

On the 27 day of September, 2022, personally appeared before me
RICHARD A. HELSTROM, who being duly sworn, did say that he/she is the
Authorized Representative for QUESTAR GAS COMPANY dba DOMINION ENERGY UTAH, and
that the foregoing instrument was signed on behalf of said company.

Pauline Caraveo
Notary Public





512 STATE STREET