

WHEN RECORDED MAIL TO:

Questar Gas Company
P O Box 45360, Right-of-way
Salt Lake City, UT 84145-0360
7058elstorage sup

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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
06/27/2005 08:00 AM
FEE \$26.00 Pgs: 5
DEP RT REC'D FOR QPC PROPERTY & RI
GHT OF WAY

09-013-0071pt
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SE-4-4N-1W
Space above for County Recorder's use
PARCEL I.D.#

SUPPLEMENTAL EASEMENT AGREEMENT

UT 03898 & 3899

This Supplemental Easement Agreement ("Agreement") is entered into between **EAST LAYTON STORAGE LLC** ("Grantor"), and **QUESTAR GAS COMPANY**, a Utah corporation ("Grantee").

RECITALS

A. Grantee acquired Right-of-Way and Easements ("Easement") under those certain Right-of-Way and Easement Grants ("Grant") dated June 4 and June 7, 1955 and recorded June 17, 1955 as Entry #147211 and 147212, in Book 86, at Pages 428 - 429, in the Davis County Recorder's Office. The Grants are attached hereto as Exhibit "A".

Land of the Grantor located in the Southeast Quarter of Section 4, Township 4 North, Range 1 West, Salt Lake Base and Meridian;

B. Grantor desires to construct certain improvements within the Easement that conflict with or have the potential to conflict with Grantee's rights under the Grant.

C. Grantee has agreed to allow Grantor to construct improvements subject to and in accordance with the terms of this Agreement.

D. 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 follows:

1. Grantor shall have the right to construct asphalt paving and two building encroachments ("Improvement") not more than 3 feet within the boundaries of the Easement.

2. Grantor acknowledges that Grantee maintains a natural gas pipeline within the Easement area. Prior to any construction of the Improvement, Grantor shall have the Easement area "blue-staked" and shall take all necessary preventative measures to ensure that the Improvement does not cause damage to Grantee's facilities.

3. 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 Improvement, at Grantor's sole cost and expense. In an emergency, Grantee shall have the right to remove Grantor's Improvement without notice and without any liability for damages. As further consideration for granting this Agreement, Grantor also agrees to pay any and all of 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 Improvement shall be at Grantor's sole cost and expense.

4. Grantor shall defend, indemnify, 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 property caused directly or indirectly by Grantor's use or occupancy of the Easement. Any further encroachment into the existing right-of-way without Grantee consent will result in the permanent removal of all encroachments within 30 days of notice from Grantee.

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.

WITNESS the execution hereof this 13th day of June, 20 05.

QUESTAR GAS COMPANY

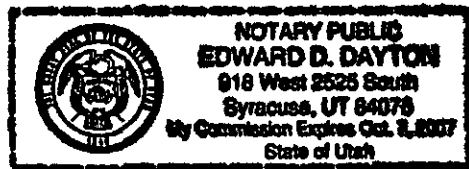
By- Todd C. Cassity
Todd C. Cassity, Attorney-in-Fact

EAST LAYTON STORAGE, LLC

By- 
 Mark E. Arnold, Manager

STATE OF UTAH)
) ss.
 COUNTY OF DAVIS)

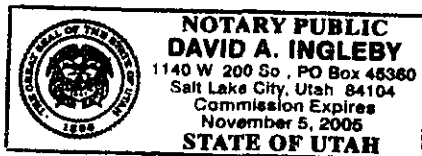
On the 7 day of June, 2005, personally appeared before me Mark E. Arnold, who being duly sworn, did say that he/she is a Manager of East Layton Storage, LLC, and that the foregoing instrument was signed on behalf of said company by authority of it's Articles of Organization or it's Operating Agreement.

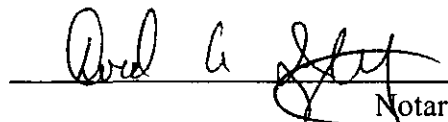



 Notary Public

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

On June 13, 2005, personally appeared before me Todd C. Cassity, 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

428 RIGHT OF WAY AND EASEMENT GRANT

Aletha Harris Fallis, Formerly Known as 824 4-47-12

Aletha Harris, a Woman, Grantor, of Davis County, State of Utah, does hereby convey and warrant to MOUNTAIN FUEL SUPPLY COMPANY, a Corporation of the State of Utah, Grantee, its successors and assigns, for the sum of Forty Two and 00/100 DOLLARS (\$ 42.00) and other good and valuable considerations, receipt of which is hereby acknowledged, a right of way and easement twenty feet in width to lay, maintain, operate, repair, inspect, protect, remove and replace pipe lines, valves, valve boxes and other gas distribution facilities through and across the following described land and premises situated in the County of Davis, State of Utah, to-wit:

The land of the Grantor, located in a part of the Northeast quarter of the Southeast quarter of Section 4, Township 4 North, Range 1 West, Salt Lake Base and Meridian;

the center line of said right of way and easement shall extend through and across the above described land and premises as follows, to-wit: Beginning at a point approximately 1320 ft. No. and 530 ft. West of the SE. corner of said Section 4, thence No. 31° 15' 15" East approximately 691 ft. to a point approximately 1910 ft. No. and 181 ft. West of the Southeast corner of said Section 4.

TO HAVE AND TO HOLD the same unto the said Mountain Fuel Supply Company, its successors and assigns, so long as such pipe line or lines, valves or valve boxes and other gas distribution facilities shall be maintained, with the right of ingress and egress to and from said right of way to maintain, operate, repair, inspect, protect, remove and replace the same. The said Grantor.... to fully use the said premises except for the purposes for which this right of way and easement is granted to the said Grantee, provided such use does not interfere with the pipe or pipe lines laid by the Grantee or any other rights granted to the Grantee hereunder, including, among other things, the right to an earth cover of at least 24 inches in depth around and above any pipe or pipes laid. Grantee agrees to pay reasonable damages to crops and fences arising out of use of this right of way.

The Grantor... shall not build or construct nor permit to be built or constructed any building or other improvement over or across said right of way. This right of way grant shall be binding upon and inure to the benefit of the successors and assigns of the Grantor... and the successors and assigns of the Grantee.

WITNESS the hand... of said Grantor... this 7th day of June, 1955.

Aletha Harris Fallis
Aletha Harris

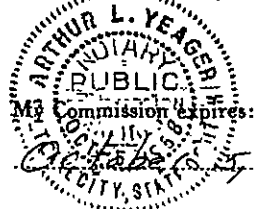
Arthur L. Yeager
Witness

Witness

STATE OF UTAH

County of Weber ss.

On the 7th day of June, 1955, personally appeared before me Aletha Harris Fallis, Formerly Known as
Aletha Harris, a Woman, the signer... of the foregoing instrument, who duly acknowledged to me that she... executed the same.



Arthur L. Yeager
Notary Public

Residing at Salt Lake City - Utah

EXHIBIT "A"

—RECORDER'S MEMO—
LEGIBILITY OF TYPING OR PRINTING
UNSATISFACTORY IN THE DOCUMENT
WHEN RECEIVED

Recorded at request of B. J. Maath at 2 P.M. JUN 17 1955
Date June 17 1955
by Emily I. Eldredge Deputy Book
Recorded Davis County Page 428
Fee Paid 1.60

Platted ☐ Indexed ☐ Entered ☐
On Mar. ☐ Compared ☐

RIGHT OF WAY AND EASEMENT GRANT 429

Joseph S. Thurgood and
Mary Neva Thurgood

SE 4-47-12

Grantor.s., of Davis County

State of Utah, do hereby convey and warrant to MOUNTAIN FUEL SUPPLY COMPANY, a Corporation of the State of Utah, Grantee, its successors and assigns, for the sum of Twenty Two and 00/100 DOLLARS (\$22.00) and other good and valuable considerations, receipt of which is hereby acknowledged, a right of way and easement twenty feet in width to lay, maintain, operate, repair, inspect, protect, remove and replace pipe lines, valves, valve boxes and other gas distribution facilities through and across the following described land and premises situated in the County of Davis, State of Utah, to-wit:

The land of the Grantors, located in a part of the Northeast quarter of the Southeast quarter of Section 4, Township 4 North, Range 1 West, Salt Lake Base and Meridian;

the center line of said right of way and easement shall extend through and across the above described land and premises as follows, to-wit: Beginning at a point approximately 730 feet South and 181 feet West of the Northeast corner of the Southeast quarter of said Section 4, thence North 31° 15' 15" East approximately 358 feet to a point approximately 424 feet South of the Northeast corner of the Southeast quarter of said Section 4.

TO HAVE AND TO HOLD the same unto the said Mountain Fuel Supply Company, its successors and assigns, so long as such pipe line or lines, valves or valve boxes and other gas distribution facilities shall be maintained, with the right of ingress and egress to and from said right of way to maintain, operate, repair, inspect, protect, remove and replace the same. The said Grantor.s. to fully use the said premises except for the purposes for which this right of way and easement is granted to the said Grantee, provided such use does not interfere with the pipe or pipe lines laid by the Grantee or any other rights granted to the Grantee hereunder, including, among other things, the right to an earth cover of at least 24 inches in depth around and above any pipe or pipes laid. Grantee agrees to pay reasonable damages to crops and fences arising out of use of this right of way.

The Grantor.s. shall not build or construct nor permit to be built or constructed any building or other improvement over or across said right of way. This right of way grant shall be binding upon and inure to the benefit of the successors and assigns of the Grantor.s. and the successors and assigns of the Grantee.

WITNESS the hand.s of said Grantor.s. this 4th day of June, 1955

Joseph S. Thurgood

Mary Neva Thurgood

Witness

Witness

STATE OF UTAH

County of DavisOn the 4th day of June, 1955, personally appeared before meJoseph S. Thurgood and Mary Neva Thurgoodthe signer.s. of the foregoing instrument, who duly acknowledged to me that they executed the same.

ARTHUR L. YEAGER
NOTARY PUBLIC
My Commission Expires: May 5, 1958

Notary Public

Residing at Salt Lake City, Utah

EXHIBIT "A"

RECORDER'S MEMO--
LEGIBILITY OF TYPING OR PRINTING
UNSATISFACTORY IN THE DOCUMENT
WHEN RECEIVED

Recorded at County of Davis, Utah
Date JUN 17 1955
By Arthur L. Yeager
Deputy
Recorder Davis County
Page 427

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On Margin ☒
Compared ☒
Abstracted ☒
Indexed ☒
Entered ☒