

RETURNED
SEP 01 2009

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BK 4851 PG 565

E 2478925 B 4851 P 565-570
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
09/01/2009 01:04 PM
FEE \$20.00 Pgs: 6
DEP RT REC'D FOR QUESTAR GAS COMPA
NY

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

Space above for County Recorder's use
PARCEL I.D. #06-079-0054 0072, 0070,
0074, 0054, 0089 also
06-315-0114 thru 0123
0111 thru 0112

SUPPLEMENTAL EASEMENT AGREEMENT

UT00090

This Supplemental Easement Agreement ("Agreement") is entered into between **IVORY LAND CORPORATION**, 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.

RECITALS

A. Grantee acquired the following Right-of-Way and Easement (Easement) under that certain Right-of-Way and Easement Grant (Grant) dated February 1, 1929, and recorded February 4, 1929 in Book H of Liens and Leases, Page 493 in the Davis County Recorder's Office, State of Utah.

Land of the Grantor located in Section 27, Township 2 North, Range 1 West, Salt Lake Base and Meridian.

COMMENCING AT THE SOUTH QUARTER CORNER OF SECTION 27, TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE S89°48'13"E ALONG THE SOUTH EAST LINE OF SAID SECTION 27, 1697.36 FEET; THENCE N00°11'47"E, 1531.55 FEET TO THE WEST LINE OF THE A1 DRAIN EASEMENT TO THE POINT OF BEGINNING; THENCE N01°40'00"W, 555.77 FEET ALONG SAID WEST LINE TO THE SOUTH LINE OF THALMAN PROPERTIES, LLC; THENCE S89°59'42"E ALONG SAID SOUTH LINE, 288.31 FEET; THENCE SOUTH, 121.28 FEET; THENCE S81°08'52"E, 40.76 FEET; THENCE S00°04'33"E, 348.67 FEET; THENCE N89°55'44"W, 197.51 FEET; THENCE S00°15'36"W, 79.54 FEET; THENCE N89°59'42"W, 115.01 FEET TO THE POINT OF BEGINNING.

- B. Grantor is the owner of a certain parcel of real estate referenced in Paragraph 1 below.
- C. Grantee has agreed to allow Grantor to construct improvements subject to and in accordance with the terms of this Agreement. Grantor desires to perform construction activities within the Easement that conflicts with or has the potential to conflict with Grantee's rights under the Grant.
- 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 an asphalt parking surface and sidewalks, and plant low-growing, shallow-root vegetation ("Improvements") over Questar Gas' high-pressure pipeline (Feeder Line #21), within the boundaries of the Easement. The proposed location of the Improvements has been verified by Grantee and is specified on the plans attached hereto as Exhibit "A", incorporated by this reference. 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.
2. Grantor shall notify Blue Stakes at least 48 hours prior to starting construction activities within the Easement area.
3. All construction and maintenance 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.
4. 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.
5. Grantor acknowledges and agrees that Grantee maintains all rights under the Grant, including unlimited ability to install and maintain pipeline marker signs within the Easement, to access the Easement without impediment, to excavate the pipeline and otherwise disturb the Improvement as a result of pipeline-related operating and maintenance activities.
6. Grantor acknowledges and agrees that structures, sheds, trash receptacle enclosures, fences, trees, rock walls 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.
7. 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.

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 20th day of August, 2009.

QUESTAR GAS COMPANY

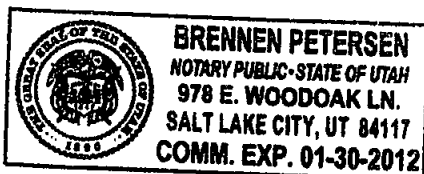
By: [Signature]
Attorney-in-Fact

IVORY LAND CORPORATION

[Signature]
CHRISTOPHER P. GAMVROULAS, President

STATE OF UTAH)
) ss.
COUNTY OF Salt Lake)

On the 11 day of August, 2009, personally appeared before me CHRISTOPHER P. GAMVROULAS, who, being duly sworn, did say that he is the President of IVORY LAND CORPORATION, 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 CHRISTOPHER P. GAMVROULAS acknowledged to me that said corporation duly executed the same.



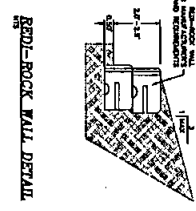
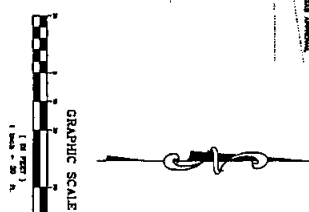
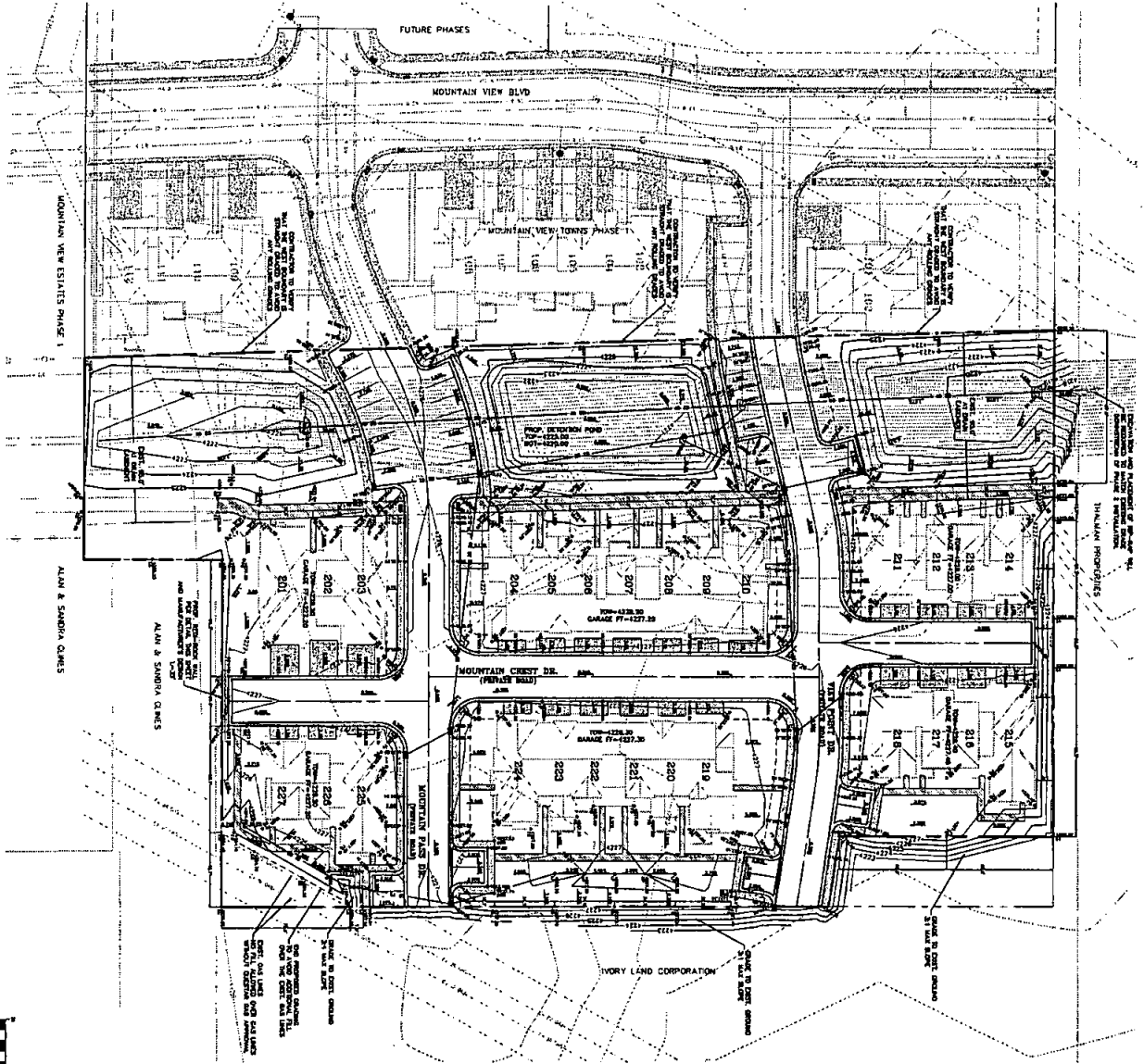
[Signature]
Notary Public

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

On the 20th day of August, 2009, personally appeared before me Richard A. Hellstrom, 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.

Katie Secretan
Notary Public





- NOTES**
- 1) ALL DRIVEWAYS TO BE CONSTRUCTED AT A 3% MINIMUM AND 12% MAXIMUM SLOPE SO THAT DRIVEWAYS MEET THE REQUIRED SLOPE AND 3% IS GRADING TOWARD CURBWAYS WITH THE GRADING PLAN.
 - 2) TYPICAL CURBS MAY VARY IN HEIGHT AND MAY AFFECT THE SITE SLOPES AS SHOWN ON ALL TOWNSHIPS AT A MIN. 3% FROM THE FRONT OF AND THEN FOLLOWING THE GRADING ELEVATION AS SHOWN ON THIS SHEET.
 - 3) THE EXISTENT CURBS OF THE TOWNSHIPS WILL BE APPROX. 2.5' BELOW THE TOWNSHIP ELEVATION.
 - 4) 4:1 MAX SLOPES ALLOWED WITHIN THE 4' DRAINAGE EASEMENT.

SYMBOL	DESCRIPTION
(Symbol)	PROPOSED LOT
(Symbol)	EXISTING LOT
(Symbol)	PROPOSED DRIVEWAY
(Symbol)	EXISTING DRIVEWAY
(Symbol)	PROPOSED SIDEWALK
(Symbol)	EXISTING SIDEWALK
(Symbol)	PROPOSED CURB
(Symbol)	EXISTING CURB
(Symbol)	PROPOSED STREET LIGHT
(Symbol)	EXISTING STREET LIGHT
(Symbol)	PROPOSED TREE
(Symbol)	EXISTING TREE
(Symbol)	PROPOSED FENCE
(Symbol)	EXISTING FENCE
(Symbol)	PROPOSED UTILITY
(Symbol)	EXISTING UTILITY
(Symbol)	PROPOSED EASEMENT
(Symbol)	EXISTING EASEMENT
(Symbol)	PROPOSED CONCRETE
(Symbol)	EXISTING CONCRETE
(Symbol)	PROPOSED ASPHALT
(Symbol)	EXISTING ASPHALT
(Symbol)	PROPOSED GRAVEL
(Symbol)	EXISTING GRAVEL
(Symbol)	PROPOSED SAND
(Symbol)	EXISTING SAND
(Symbol)	PROPOSED ROCK
(Symbol)	EXISTING ROCK
(Symbol)	PROPOSED SOIL
(Symbol)	EXISTING SOIL

BENCHMARK
 SOUTHWEST CORNER OF SECTION 27
 TOWNSHIP 42 NORTH, RANGE 8 WEST
 SALT LAKE CO. UT
 N: 11352.1795
 E: 97235.2814
 ELEV: 4213.99

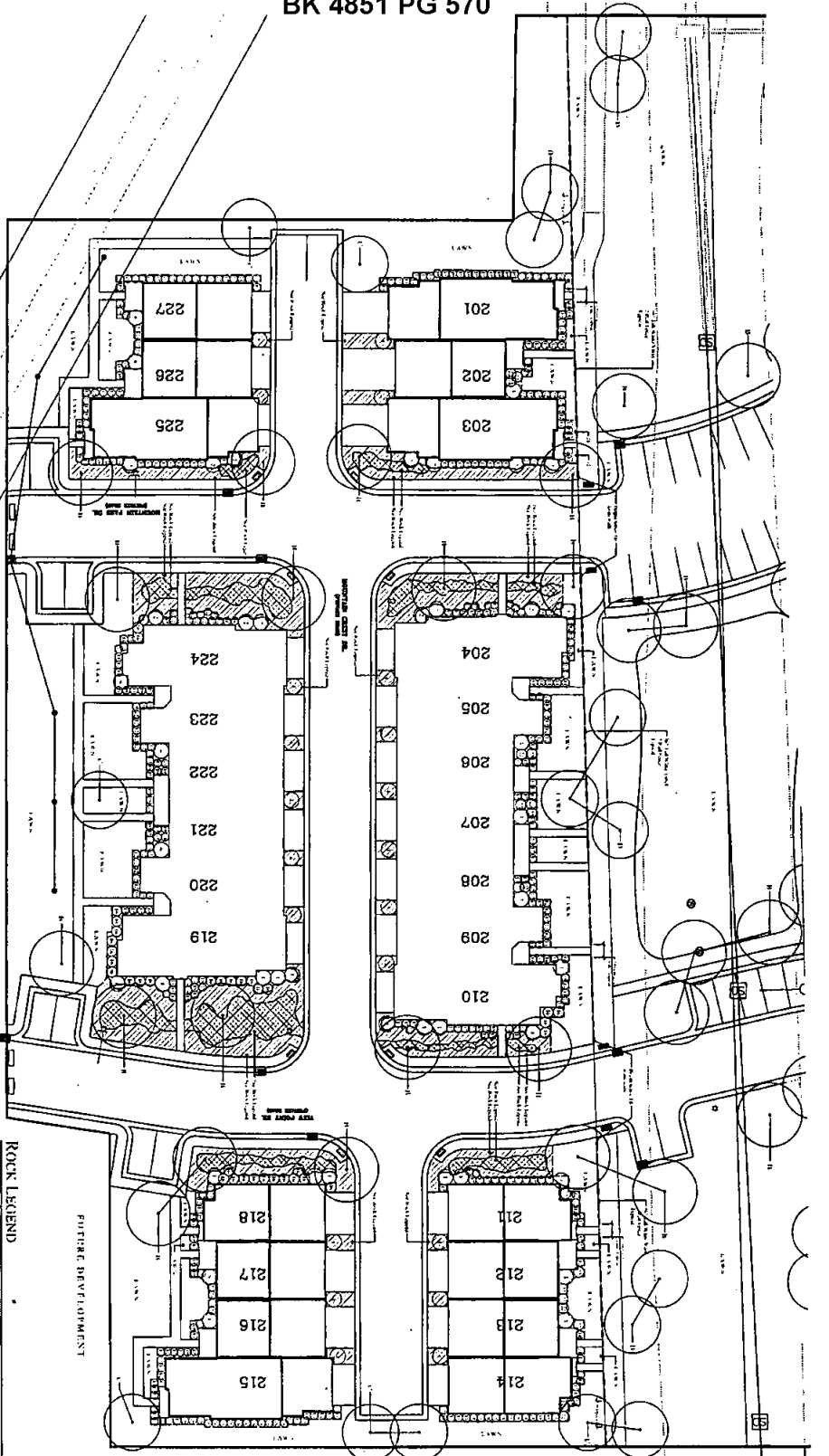


DATE: 07/29/2008
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 SCALE: AS SHOWN
 SHEET: M2

Mountain View Towns Phase 2 PUD
 Grading Plan

FOCUS
 ENGINEERING & SURVEYING
 701 WEST COTTAGE AVE. - SANDY, UTAH 84070
 (801) 353-0073

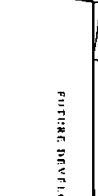
Exhibit "A" page 1 of 2



PLANT LIST

NO.	PLANT LIST	QUANTITY	PLANT LIST	QUANTITY	PLANT LIST	QUANTITY
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23

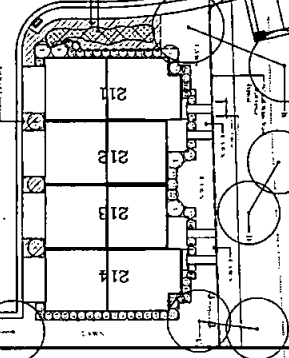
ROCK LEGEND



PLANTING NOTES

1. Provide and place out of reach of dog-paw or all planting area per set.
2. Install all new plants in a minimum depth of 18 inches and 18" aggregate to a minimum depth of 18" (31 inches). Install beds over a gravel grade covered with geotextile fabric.
3. Network Aggregate
4. 2" Thinsol covered River Rock

DETAIL FENCE OF A-1 DITCH



MOUNTAIN VIEW
F S T A T E S
WARRIOR CROWN, UTAH

PLANTING PLAN
PLANT: DWA LOWS HERBIS
PLANTING PLAN
7978 WOOD OAK LANE
SALT LAKE CITY, UTAH
R. MICHAEL KELLY
LANDSCAPE ARCHITECT
200 WEST CENTER STREET, SUITE 200
SALT LAKE CITY, UTAH 84119

NOTICE TO CONTRACTORS: THE PLANTING PLAN IS A PART OF THE CONTRACT DOCUMENTS AND SHALL BE READ IN CONJUNCTION WITH THE SPECIFICATIONS AND GENERAL NOTES.
DATE: 10/15/2010
BY: R. MICHAEL KELLY