

WHEN RECORDED MAIL TO:

Questar Gas Company
Atten: David Blackburn
P.O. Box 45360, Right-of-way
Salt Lake City, UT 84145-0360
1009Kawa.sup

Ent 253295 Bk 1024 Pg 294
Date 24-Sep-2007 12:48PM Fee \$18.00
LuAnn Adams - Filed By df
Box Elder Co., UT
For QUESTAR GAS CO

02-050-0154

Space above for County Recorder's use
PARCEL I.D.# 02-050-0154

SUPPLEMENTAL EASEMENT AGREEMENT
UT 04456

This Supplemental Easement Agreement ("Agreement") is entered into between Yo Kawa and Marcia Kawa ("Grantor"), and **QUESTAR GAS COMPANY**, a Utah corporation ("Grantee"). Grantor and Grantee may be referred to collectively as the "parties" or singularly as a "party."

RECITALS

A. Grantee acquired a Right-of-Way and Easement under that certain Right-of-Way and Easement Grant ("Easement") dated August 1, 1957 and recorded as Entry #52237G, in Book 111, at Page(s) 431, in the Box Elder County Recorder's Office. The Easement is attached hereto as Exhibit "A".

The Easement burdens land of the Grantor located in Section 26, Township 8 N, Range 2 W, Salt Lake Base and Meridian; known as 337 South 300 East, Willard, Utah.

B. Grantor has constructed metal decking and a metal stairway, including 6 cemented support points approximately 3 feet from the pipeline; fill material, landscaping plants and boulders, and an asphalt driveway within the Easement that conflict with or may conflict with Grantee's rights under the Grant.

- C. Grantee did not authorize any of Improvements within the Easement.
- D. The parties desire to resolve the conflict by entering into this Agreement.

TO
PREVIOUS
OWNER
(MADDOX)

OPERATIVE PROVISIONS

1. The Recitals set forth above are incorporated into this Agreement and the parties acknowledge that they accurately represent the understanding of the parties. → OTHER THAN NOTED

2. Grantee agrees to allow Grantor to temporarily maintain the existing Improvements, at their current location, within the boundaries of the Easement subject to Grantee's right to revoke such permission, at its sole discretion, as explained in this Agreement. Grantor further acknowledges that this Agreement does not diminish any of Grantee's rights under the Easement except for providing notice to Grantor in certain circumstances as specifically set forth in this Agreement.

3. Grantor acknowledges that Grantee maintains a natural gas pipeline within the 30 foot wide Easement. Grantor shall not modify or expand the Improvements, or construct or allow to be constructed any further encroachments within the Easement without express written permission of Grantee. Grantor further agrees that if such construction occurs without written permission of Grantee, then Grantor shall immediately remove both the Improvements and any new encroachments from the Easement. If Grantor fails to remove the Improvements or new encroachments after 30 days notice from Grantee, then Grantee may remove such Improvements and new encroachments at Grantor's sole cost and expense and without any liability for damages, replacement of the Improvements or new encroachments, or for property damage related to the removal of such Improvements or new encroachments.

4. In the event Grantee, in its sole discretion, desires to relocate, reconstruct, or modify its facilities, Grantee will provide Grantor five business days notice to enable Grantor to remove the Improvements. Within five business days of such notice, Grantor shall remove the Improvements at Grantor's sole cost and expense and if Grantor fails to do so, Grantee may remove the Improvements at Grantor's sole cost and expense and without any liability for damages, replacement of the improvements, or property damage related to the removal of the Improvements.

5. In the event Grantee determines, in its sole discretion, that an emergency situation exists, the parties agree that Grantee may remove Grantor's Improvements at Grantor's sole cost and without notice and without any liability for damages, replacement of the improvements, or property damage related to the removal of the Improvements.

6. In the event Grantee removes Grantor's Improvements pursuant to this Agreement, Grantor shall pay any and all of Grantee's costs and expenses arising from or caused by the removal of Grantor's Improvements. Such payment shall be made to Grantee no later than sixty days after receipt of invoice.

7. If Grantor's Improvements are removed from the Easement pursuant to this Agreement or for any other reason, any such Improvements may not be reconstructed or replaced within the Easement.

8. To the fullest extent permitted by law, Grantor agrees to defend, indemnify, release and hold Grantee, its employees, agents, subsidiaries, and parent companies, 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 but not limited to employees or agents of Grantor and its subcontractors of any tier, or injury or damage to property relating in

any way to Grantor's use or occupancy of the Easement, or the removal of the Improvements from the Easement.

9. 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.

10. Except for those promises specifically set forth in this Agreement, the parties acknowledge that there are no other promises or agreements upon which they have relied when executing this Agreement.

11. The parties agree that in the event a dispute arises concerning any obligation contained in this Agreement, whether such dispute results in litigation or not, the prevailing party shall be entitled to reimbursement for attorney fees and costs from the other party.

WITNESS the execution hereof this 7TH day of SEPTEMBER 2007.

YO KAWA

By: _____
Its: _____

MARCIA KAWA

By: _____
Its: _____

STATE OF UTAH)

COUNTY OF Weber)

) ss.

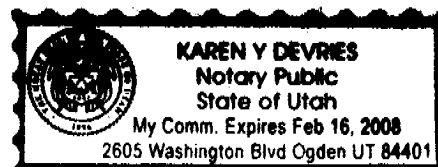
On the 7th day of Sept, 2007, personally appeared before me Yo Kawa & Marcia Kawa, the signer(s) of the foregoing instrument, who duly acknowledged to me that he/she/they executed the same.

Karen Y DeVries Notary Public

QUESTAR GAS COMPANY

By: _____

Attorney-in-Fact



STATE OF UTAH

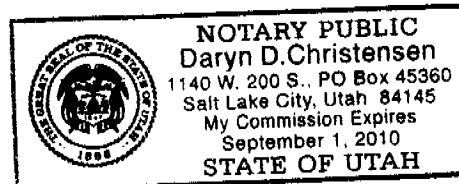
)
) ss.
)

COUNTY OF SALT LAKE

On September, 24, 2007, personally appeared before me, 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 # 209983, at Book 918, Page 1090, in the Office of the Box ELDER County Recorder.

Daryn D. Christensen Notary Public

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52237G

431

BOX ELDER COUNTY
STATE OF UTAHRECORDED Aug. 1, 1957
RIGHT OF WAY AND EASEMENT GRANT

3:00 PM

111

431

Fee \$2.40

DT253295 Bk 1024 Pg 298

4456

EXHIBIT A

Merlin N. Cook and Stella B. Cook (his wife) and Stella B. Cook (widow) Grantors, of Box Elder County
State of Utah, do hereby convey and warrant to MOUNTAIN FUEL SUPPLY COM-
PANY, a corporation of the State of Utah, Grantee, its successors and assigns, for the sum
of One hundred Twenty One DOLLARS (\$171 ⁰⁰/₁₀₀) and other good and valuable
considerations, receipt of which is hereby acknowledged, a right of way and easement
thirty (30) feet in width to lay, maintain, operate, repair, inspect, protect, re-
move and replace pipe lines, valves and valve boxes, and other gas distribution facilities
through and across the following described land and premises situated in the County of
Box Elder Utah, State of Utah, to-wit:

The land of the Grantors, located in the Northeast quarter of
Section 26, Township 8 North, Range 2 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 1135 feet West of the East
quarter corner of said Section 26, thence North 24° 34' East
194 feet, thence North 0° 05' East 2540 feet to the North
line of said Section 26.

High Pressure Pipe

TO HAVE AND TO HOLD the same unto the said Mountain Fuel Supply Company, its successors and
assigns forever, with the right of ingress and egress to and from said right of way to
maintain, operate, repair, inspect, protect, remove and replace the pipe lines, valves and
valve boxes and other gas distribution facilities, or any part or parts thereof. The said
Grantors to fully use the said premises except for the purposes for which this right of way
and easement is granted, 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. The Grantors shall not build or construct nor permit to be built,
or constructed any building or other improvement over or across said right of way.

The Grantee hereby agrees to pay damages which may arise to crops or fences from the
laying, erecting, maintaining, operating, or removing of said pipe lines, valves or valve
boxes or gas distribution facilities; said damages, if not mutually agreed upon, to be
ascertained by three disinterested persons, one thereof to be appointed by the Grantors,
one by the Grantee, and the third by the two so appointed.

This right of way grant shall be binding upon and inure to the benefit of the success-
ors and assigns of the Grantors and the successors and assigns of the Grantee.

It is hereby understood that any parties securing this grant on behalf of the Grantee
are without authority to make any representations, covenants or agreements not herein expressed.

WITNESS the hand of said Grantors this 9th day of July, 1957.

Merlin N. Cook

Stella B. Cook

Witness

STATE OF UTAH

County of Box Elder

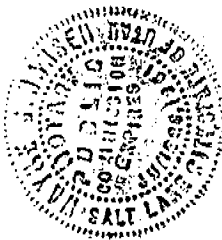
ss

On the 9th day of July, 1957 personally appeared before me

Merlin N. Cook and Stella B. Cook (his wife) and Stella B. Cook (a widow)

the signers of the foregoing instrument,
who duly acknowledged to me that they executed the same.

My commission expires:

26 June 1961

Notary Public

Residing at

Salt Lake City, Utah

Sub'd in book 9 of Sec. Page 26-8-24

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