

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 *PURCHASED HOUSE WITH* 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 (MADDON)

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: Yo Kawa
Its: _____

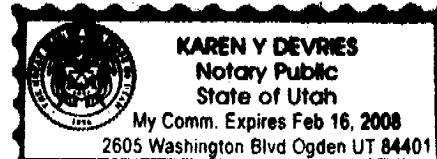
MARCI KAWA

By: Marcia Kawa
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: Rhonda Miller
Attorney-in-Fact

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

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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