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KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
ASSOCIATED TITLE
REC BY: REBECCA GRAY , DEPUTY

AMENDATORY EASEMENT NO. 1

THIS AMENDATORY EASEMENT NO. 1 ("Amendment") is entered into this 3rd day of March, 1993, by and between WATTS 89, INC., a Utah corporation, 5200 South Highland Drive, Salt Lake City, Utah 84117, referred to as "Grantor" and MOUNTAIN FUEL SUPPLY COMPANY, a Utah corporation, P.O. Box 11368, Salt Lake City, Utah 84139, referred to as "Grantee."

WITNESSETH:

WHEREAS, on July 11, 1957, Grantor's predecessor in interest granted to Grantee, a right-of-way and easement covering the installation of a pipeline and related facilities on property of Grantor, subject to all prior easements thereon, which right-of-way and easement is referred to as the "Easement"; and

WHEREAS, Grantor has requested Grantee to relocate a portion of its pipeline situated on the Easement. To accommodate such relocation, Grantor desires to provide Grantee with a right-of-way and easement over lands to which the pipeline will be relocated; and

WHEREAS, Grantee desires to quitclaim to Grantor the portion of the Easement no longer to be used.

NOW, THEREFORE, in consideration of the mutual promises contained in this Amendment and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Grantor grants and warrants to Grantee a non-exclusive right-of-way and easement 33 feet in width to lay, maintain, operate, repair, inspect, protect, remove, and replace a pipeline, valves, valve boxes, and other related gas distribution facilities through and across the land and premises of Grantor situated in Salt Lake County, State of Utah, and more particularly described as follows:

BEGINNING at the North-East corner of Lot 33 of the Federal Pointe Subdivision, said point also being the North-West corner of Lot 32 of said subdivision; thence running North 89°59'23" West 161.40 feet along the North Boundary line of the Federal Pointe Subdivision feet to a point on a non-tangent 58.00 foot radius curve to the left; bearing to the center bears North 39°07'35" East; thence along the arc of said curve 39.60 feet through a central angle of 39°06'58"; thence South 89°59'23" East 95.33 feet to a point on a 25.00 foot radius curve to the right; bearing to the center bears South 00°00'37" West; thence along the arc of said curve 29.74 feet through a central angle of 68°08'55"; thence South 21°50'28" East 120.88 feet to a point on a non-tangent 415.63 foot radius curve to the right; bearing to the center bears South 04°44'04" East; thence along the arc of said curve 148.56 feet

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through a central angle of 20°28'48" to a point on a 237.00 foot compound curve to the right; bearing to the center bears South 15°44'45" West; thence along the arc of said curve 98.90 feet through a central angle of 23°54'34" to a point on a 262.00 foot compound curve to the right; bearing to the center bears South 39°39'19" West; thence along the arc of said curve 5.35 feet through a central angle of 01°10'15" to a point on a 633.44 foot reverse curve to the left; bearing to the center bears North 40°49'34" East; thence along the arc of said curve 259.57 feet through a central angle of 23°28'44" to a point on a 201.03 foot radius compound curve to the left; bearing to the center bears North 17°20'50" East; thence along the arc of said curve 117.82 feet through a central angle of 33°34'44" to a point on a 60.00 foot radius reverse curve to the right; bearing to the center bears South 18°20'34" East; thence along the arc of said curve 113.77 feet through a central angle of 108°38'31"; thence South 00°17'57" West 422.78 feet; thence West 36.41 feet; thence South 00°24'33" West 35.35 feet; thence East 36.48 feet; thence South 00°17'57" West 169.55 feet; thence North 89°58'15" East 36.33 feet; thence North 00°00'17" West 627.65 feet to a point on a 93.00 foot radius curve to the left; bearing to the center bears North 89°48'09" West; thence along the arc of said curve 175.48 feet through a central angle of 108°06'30" to a point on a 168.03 foot radius reverse curve to the right; bearing to the center bears North 16°03'22" West; thence along the arc of said curve 97.96 feet through a central angle of 33°24'12" to a point on 600.44 foot compound curve to the right; bearing to the center bears North 17°20'50" East; thence along the arc of said curve 246.05 feet through a central angle of 23°28'44" to a point on a 295.00 foot reverse curve to the left; bearing to the center bears South 40°49'34" West; thence along the arc of said curve 6.03 feet through a central angle of 01°10'15" to a point on 270.00 foot radius compound curve to the left; bearing to the center bears South 39°39'19" West; thence along the arc of said curve 112.68 feet through a central angle of 23°54'39" to a point on a 448.63 foot compound curve to the left; bearing to the center bears South 15°44'41" West; thence along the arc of said curve 135.76 feet through a central angle of 17°20'19"; thence North 21°50'28" West 97.21 feet to a point on a 58.00 foot radius curve to the left; bearing to the center bears South 68°09'32" West; thence along the arc of said curve 19.32 feet through a central angle of 19°04'51"; thence North 89°59'23" West 14.34 feet to the point of beginning. Easement contains 55,273 sq. ft. or 1.26 acres.

2. Grantee remises, releases and quitclaims unto Grantor those portions of a 33-foot right-of-way and easement acquired by Grantee by virtue of the Easement and more particularly described as follows:

Grantor Located in: East 1/2, Section 33, Township 1 North, Range 1 East
the centerline of said right-of-way and easement extends through and across the above described land and premises as follows, to-wit:

Beginning at a point South 1602.61 and East 482.79 feet from the North 1/4 corner Section 33, Township 1 North, Range 1 East; Salt Lake Base and Meridian said point being on the North line proposed Federal Pointe Subdivision. Thence running South 43°57'19" East 1094.10 feet; thence South 39°34' East 28.9 feet; thence South 37°44' E 17.9 feet; thence South 32°26' East 17.2 feet; thence South 28°04'30" East 13.1 feet; thence South 21°45'13" East 63.57 feet. To the South line of proposed Federal Pointe Subdivision. (Contains .936 Acres)

3. With regard to the grant made pursuant to Section 2, Grantor agrees to forever waive its rights and release and indemnify and hold harmless Grantee for any liability under CERCLA for any release of any hazardous substance that occurred prior to the date of this Amendment. Grantor and Grantee warrant and agree that this provision does not constitute an admission of any environmental liability by Grantor or Grantee. For purposes hereof, "CERCLA" shall mean the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, *et seq.*, and any subsequent changes, modifications or additions to CERCLA. For purposes hereof, the terms "release" and "Hazardous substance" shall have the meanings specified in CERCLA. This release and indemnity shall also apply to any other federal, state or local statute, regulation or common law right that exists or that may be enacted in the future, allowing Grantor or any other party to pursue a claim, demand or cause of action against Grantee for reimbursement, contribution or any other payment or service in any way relating to environmental investigation or clean up of property.

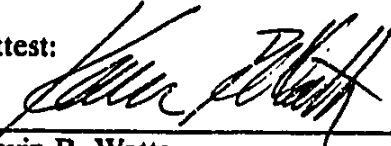
4. Grantor shall not build or construct, or permit to be built or constructed, any building or other improvement over or across the right-of-way and easement hereby granted to Grantee, or change the contour thereof, without written consent of Grantee; provided, however, that Grantor may construct a road on said right-of-way and easement. Grantor may allow other utilities to use the said right-of-way and easement provided they maintain

three-feet of distance from such utilities and Mountain Fuel's pipeline and agree to comply with the Damage to Underground Utility Facilities Act, See Contract 54-8a-1, *et seq.*

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective corporate officers thereunto duly authorized and duly attested on the date first above written.

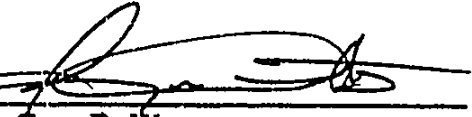
WATTS 89, INC.

Attest:



Kevin R. Watts
Secretary

By



Greg R. Watts
President


MOUNTAIN FUEL SUPPLY COMPANY

Attest:



Connie C. Holbrook
Secretary

By



B. G. Russell
General Manager,
Gas Distribution

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STATE OF UTAH

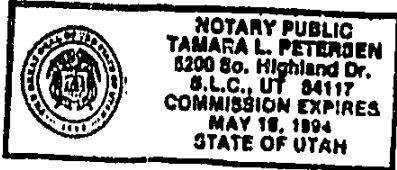
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: ss.

COUNTY OF SALT LAKE

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The foregoing instrument was acknowledged before me this 5th day of ^{April} ~~March~~, 1993, by Greg R. Watts, President of Watts 89, Inc.



Tamara L. Peterden
Notary

My Commission Expires:

Residing at: 5200 S. Highland Dr.

5-16-94

STATE OF UTAH

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: ss.

COUNTY OF SALT LAKE

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The foregoing instrument was acknowledged before me this 26th day of March, 1993, by B. G. Russell, General Manager, Gas Distribution of Mountain Fuel Supply Company.



Rey Butcher
Notary

My Commission Expires:

Residing at: Salt Lake City, Ut.

October 4, 1996

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