

WHEN RECORDED MAIL TO:  
Questar Gas Company  
P.O. Box 45360, Right-of-way  
Salt Lake City, UT 84145-0360  
31843DJbuildings.cc

**DOC # 20130020822**

Easements Page 1 of 4  
Russell Shirts Washington County Recorder  
05/30/2013 11:48:19 AM Fee \$ 16.00  
By QUESTAR



Space above for County Recorder's use  
PARCEL I.D.# SG-5-3-6-4421-ERD

**AMENDED AND RESTATED  
RIGHT-OF-WAY AND EASEMENT GRANT**  
UT 31843

This Amended and Restated Right-of-Way and Easement Grant is entered into by and between DJ Buildings, LLC, a Utah limited liability company ("Grantor") and Questar Gas Company, a Utah corporation ("Grantee").

**RECITALS**

A. Grantee has an existing thirty-foot (30') wide easement recorded at Entry No. 0348865, Book 0523 Page 0157 in the office of the Washington County Recorder (the "Easement"). Grantee owns and operates one high-pressure natural gas pipeline within the Easement.

B. The Easement encumbers property owned by Grantor located at approximately 1688 Convention Center Drive, St. George, Utah 84790 and identified as Parcel No. SG-5-3-6-4421-ERD and more particularly described as follows:

Being a part of Section 6, Township 43 South, Range 15 West, Salt Lake Base and Meridian.

Beginning at the Northwest Corner of Section 6, Township 43 South, Range 15 West Salt Lake Base and Meridian, and running thence North 89°28'23" East 959.15 feet along the Section Line and South 00°31'37" East 591.18 feet to the true Point of Beginning, said true Point of Beginning being on the West Right of Way Line of Convention Center Drive, a 66.00 foot wide Right of Way; and running thence along Right of Way line South 21°11'37" West 129.86 feet to a of curvature with a 1333.00 foot radius curve to the left; thence 41.89 feet along the arc of said curve through a central angle of 1°48'02"; thence leaving said Right of way North 78°52'05" West 229.42 feet to the East Non-Access Line of I-15; thence North 11°07'54" East 166.06 feet to a Right of way Monument; thence North 18°53'31" East 48.36 feet; thence South 68°48'23" East 256.19 feet to the Point of Beginning

C. Grantee desires to install a second natural gas pipeline within a portion of the Easement according to the terms of this Agreement.

D. Grantor and Grantee desire to amend the Easement to allow for the installation of a second pipeline within the Easement according to the terms of this Agreement.

**TERMS**

Grantor and Grantee hereby agree to amend the Easement to allow Grantee to construct, law, maintain, operate, repair, alter, inspect, protect, make connections to, remove and replace a second natural gas pipeline, valves, valve boxes, and install cathodic monitoring and mitigation facilities and distribution facilities (the "Second Pipeline") within a twenty foot (20') wide portion of the Easement ("Second Pipeline Area") more particularly described as follows, to-wit:

Beginning at a point which is East 823.53 feet and South 675.78 feet from the Northwest Corner of Section 6, Township 43 South, Range 15 West, Salt Lake Base and Meridian; and running thence North 74°40'17" West 143.00 feet.

TO HAVE AND TO HOLD the same unto said QUESTAR GAS COMPANY, its successors and assigns, so long as such facilities shall be maintained, with the right of ingress and egress to and from the Second Pipeline Area to construct, lay, maintain, operate, repair, alter, inspect, protect, make connections to, remove and replace the same. This right-of-way and easement shall carry with it the right to use any available access road(s) for the purpose of conducting the foregoing activities. During temporary periods, Grantee may use such portion of the Property along and adjacent to said Second Pipeline Area as may be reasonably necessary in connection with construction, maintenance, repair, removal or replacement of the facilities. Grantor shall have the right to use said premises except for the purposes for which this right-of-way and easement is granted to Grantee, provided such use does not interfere with the facilities or any other rights granted to Grantee hereunder.

Without limiting the generality of the foregoing, Grantor does hereby covenant, warrant and agree as follows:

1. Grantor shall not build or construct, nor permit to be built or constructed, over or across the right-of-way, any building, retaining walls, rock walls, footings or improvement which impairs the maintenance or operation of the Facilities.
2. Grantor shall not change the contour within the right-of-way without prior written consent of Grantee.
3. Grantor shall not plant, or permit to be planted, any deep rooted trees, or any vegetation with roots that may damage the Facilities, within the right-of-way, without prior written consent of Grantee.
4. Grantor shall not place personal property within the right-of-way that impairs the maintenance or operation of the Facilities.
5. Grantee shall have the right to cut and remove timber, trees, brush, overhanging branches, landscaping and improvements or other obstructions of any kind and nature which may injure or interfere with Grantee's use, occupation or enjoyment of this easement and right-of-way, without liability to Grantor, and without any obligation of restoration or compensation.

6. Grantor and Grantee agree that the amended terms herein only affect the Second Easement Area and are not intended to alter any rights Grantee has within the remaining portion of the Easement.


This Amended and Restated Right-of-Way and Easement 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 grant on behalf of Grantee are without authority to make any representations, covenants or agreements not herein expressed.

IN WITNESS WHEREOF, Grantor has caused its corporate name and seal to be hereunto affixed this 12 day of SEPTEMBER, 20 12.

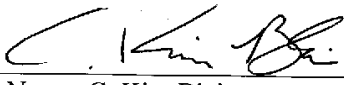
**GRANTOR:**

DJ Buildings, LLC, a Utah limited liability company

By:   
KIM JENSEN  
Its: Registered Agent and Member

**GRANTEE:**

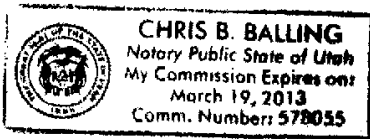
QUESTAR GAS COMPANY,  
a corporation of the State of Utah

By:   
Print Name: C. Kim Blair  
Title: General Manager, Engineering and Project Management

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

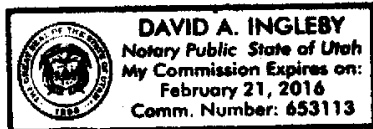
The foregoing instrument was acknowledged before me this 12 day of September 2012, by KIM JENSEN, the REGISTERED AGENT and MEMBER of DJ Buildings, LLC, a Utah limited liability company.

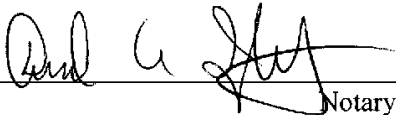
  
Notary Public



STATE OF UTAH                     )  
                                              :SS.  
COUNTY OF SALT LAKE    )

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of September 2012, by C. Kim Blair, the General Manager, Engineering and Project Management of QUESTAR GAS COMPANY, a corporation of the State of Utah.



  
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Notary Public