

WHEN RECORDED MAIL TO:

Questar Gas Company
P.O. Box 45360, Right-of-way
Salt Lake City, UT 84145-0360
FL14/stearns

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Jarry M. Houghton, Recorder
Tooele County Corporation
For: QUESTAR GAS COMPANY

Space above for County Recorder's use

PARCEL I.D.# 04-070-0-0004

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

ESTATE OF VALENTINE E. STEARNS

Grantor, does hereby convey and warrant to QUESTAR GAS COMPANY, a corporation of the State of Utah, Grantee, its successors and assigns, for the sum of TEN DOLLARS (\$10.00) in hand paid and other good and valuable consideration, receipt of which is hereby acknowledged, a right-of-way and easement to construct, lay, maintain, operate, repair, alter, inspect, protect, remove and replace pipelines, valves, valve boxes and other gas transmission and distribution facilities (hereinafter collectively called "facilities"), through and across the following described land and premises situated in Tooele County, State of Utah, to-wit:

Land of the Grantor located in Section 35, Township 1 South, Range 4 West, Salt Lake Base and Meridian;

BEGINNING 1259.94 feet North and West 1185.28 feet of the Southeast corner of the Northeast quarter of Section 35, Township 1 South, Range 4 West, Salt Lake Base and Meridian, running thence West 30.14 feet along the South line of the grantors property; thence N05°37'17"E 198.39 feet to the East line of U.S. Hwy 40-50; thence N34°10'00"E 62.78 feet coincident with said East line of U.S. Hwy 40-50; thence S05°37'17"W 250.58 feet to the **POINT OF BEGINNING.**

The purpose of this Amended and Restated Right-of-Way and Easement Grant is to amend the terms, conditions and width and correct the legal description and location of the right-of-way and easement, only within Grantor's property, a description of which is attached hereto as Exhibit "A", in that certain Right-of-Way Grant dated September 10, 1930 and recorded in Book 31, at Page 155, in the official record of Tooele County, State of Utah. For reference, a copy of the original grant is attached hereto as Exhibit "B".

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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 said right-of-way 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 right-of-way 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.

This right-of-way 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.

EXHIBIT "A"

PARCEL # 04-070-0-0004
Property of the Estate of VALENTINE E. STEARNS
9040 North Clinton Landing Road
Section 35, Township 1 South, Range 4 West, SLB&M

Beginning at a point 1,259.94 feet north of the Southeast Corner of the Northeast Quarter of Section 35, Township 1 South, Range 4 West. SLB&M; thence West 1,330.00 feet, more or less to the east line of US Highway 40-50 (Clinton Landing Road); thence North 34° 10' 00" East 664.61 feet; thence East 945.90 feet; thence East 12.54 feet; thence South 4° 00' 00" East 561.00 feet; thence West 56.10 feet to the point of beginning.

Book 3-T, Page 155

Tooele County Recorder

DESERET LIVE STOCK COMPANY, a Utah corporation, Grantor, for and in consideration of \$10.00 in hand paid, does hereby grant, bargain, sell and convey unto WASATCH GAS COMPANY, a Utah corporation, Grantee, the right of way to lay, maintain, operate and remove a gas pipe line across the property of Grantor in Tooele County, Utah, the center line of which easement hereby granted is:

Beginning at a point 2570 feet North and 1365 feet West from the Southeast corner of Section 35, Township 1 South, Range 4 West, Salt Lake Base and Meridian, and running thence North 6° 26' East 1588 feet to a point 1230 feet South and 1205 feet West from the Northeast corner of said Section 35;

Also, beginning at a point 820 feet South and 930 feet West from the Northeast corner of Section 35, Township 1 South, Range 4 West, Salt Lake Base and Meridian, and running thence North 44° 17' East 1591 feet; thence North 5° 18' East 1055 feet, more or less to a point 1320 feet North and 150 feet East from the Southwest corner of Section 25.

Together with the right of ingress and egress to and from the said right of way over a tract of land not exceeding eight feet in width on either side of said center line of said right of way and to the use of said width of land, to-wit, a total of sixteen feet in width, or such portion thereof as may be necessary or convenient for the purpose of laying, patrolling, repairing, maintaining, operating or removing said pipe line. The said Grantor to fully use and enjoy the said premises except for the purpose hereinbefore granted to the said Grantee, which hereby agrees to pay any damages which may arise from the laying, maintaining, operating or removing of said pipe line or by reason of ingressor egress to and from said right of way. Grantee agrees at its own expense to repair gates and/or fences torn down or damaged in its use as above set forth and to maintain at its expense, gates which it may install along the course of said right of way, and at its own expense, to level any mounds due to the laying of said pipe when the soil has sufficiently settled, and not later than six months from the laying of said pipe line, and to bury the pipe line so that the top thereof is at least sixteen inches under the surface of the ground, so that it may be used and farmed in the ordinary manner of farming. Grantee to pay any damages to crops caused by Grantee.

The grant of the right-of-way herein described is made for/and in lieu of the grant of right of way from Grantor herein to Grantee herein, dated the 7th day of December, 1929, and recorded as number 186894 in book 3T of deeds pages 55-6 of the records of the County Recorder of Tooele County, Utah, which last described grant, in consideration of this grant, is by said WASATCH GAS COMPANY hereby released and discharged and quit claimed unto said DESERET LIVE STOCK COMPANY.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed by its duly authorized officers with its corporate seal attached, this 10th day of Sept., 1930.

DESERET LIVE STOCK COMPANY

ATTEST:

Henry Moss, Secretary

By Stearns Hatch, President

(CORPORATE SEAL)

The provisions of the foregoing Grant are hereby agreed to this 10th day of Sept. 1930.

WASATCH GAS COMPANY,

By L. Fitzpatrick, Vice-President

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

On the 10th day of Sept., A. D. 1930, personally appeared before me Stearns Hatch, who being by me duly sworn, did say that he is the President of DESERET LIVE STOCK COMPANY, and that said instrument was signed in behalf of said company by authority of a resolution of its board of directors, and said Stearns Hatch acknowledged to me that said company executed the same.

(SEAL)

My commission expires Oct. 20, 1932

O. W. Moyle, Notary Public
Residing at Salt Lake City, Utah

#188878

Recorded at the request of Wasatch Gas Company, September 10, 1930, at 3:05 P.M.

Amy Park Johnson
COUNTY RECORDER.