

Ent: 374356 - Pa 1 of 7
Date: 09/07/2012 09:24 AM
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Filed By: cp
Jerry M. Houghton, Recorder
Tooele County Corporation
For: QUESTAR GAS COMPANY

WHEN RECORDED MAIL TO:

Questar Gas Company
P.O. Box 45360, Right-of-way
Salt Lake City, UT 84145-0360
FL14/Truckstop.doc
Revised 6/18/12

Space above for County Recorder's use
PARCEL I.D.# 04-070-0-0004

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

HPT TA PROPERTIES TRUST, a Maryland real estate investement trust, successor in interest to NATIONAL AUTO/TRUCKSTOPS INC., Grantor, does hereby convey 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:

A strip of land thirty (30) feet in width, fifteen (15) feet either side of centerline, lying and situate in the East Half of Section 35, Township 1 South, Range 4 West, Salt Lake Base and Meridian, Tooele County, Utah. The centerline of which is more particularly described as follows:

COMMENCING at the East Quarter corner (found Tooele County monument) of said Section 35 (said monument bears North 00°14'49" East, 2,634.05 feet from the Southeast corner of said Section 35) thence due West 1,315.80 feet and due South 127.72 feet to the South line of the grantors property and the **POINT OF BEGINNING**; thence North 05°18'35" East 390.57 feet; thence North 05°53'09" East 195.96 feet; thence North 05°51'07" East 408.94 feet; thence North 06°11'15" East 181.53 feet to the North line of the grantors property, and the terminus of the above-described centerline ("Easement").

The purpose of this Amended and Restated Right-of-Way and Easement Grant ("Amendment") is to amend the terms, conditions and width and correct the legal description and location of the

- AMENDED AND RESTATED RIGHT OF WAY GRANT -

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 3T, at Page 155, in the official record of Tooele County, State of Utah ("Right of Way"). For reference, a copy of the original Right of Way is attached hereto as Exhibit "B". This Amendment amends and restates the terms of the Right of Way, with respect to the Easement only, in its entirety and the terms and conditions of the Right of Way are terminated and superseded and replaced by the terms hereof, it being understood and agreed that the Right of Way encumbers property other than Grantor's and this Amendment shall effect only Grantor's property and the Easement.

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, the terms of this Amendment are as follows:

1. Grantor shall not build or construct, nor permit to be built or constructed, over or across the Easement, any building, retaining walls, rock walls, footings or improvement which impairs the maintenance or operation of the Facilities, except as otherwise expressly provided for herein, it being acknowledged and agreed that Grantor uses, and may continue to use, the Easement for paved parking.
2. Grantor shall not change the contour within the Easement 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 Easement, without prior written consent of Grantee.
4. Grantor shall not place personal property within the Easement that impairs the maintenance or operation of the Facilities, except as expressly provided for herein above.
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-

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way, without liability to Grantor, and without any obligation of restoration or compensation, except as expressly provided for herein.

6. The Facilities installed in the Easement shall be the property of Grantee, its successors, and assigns. Grantee shall be responsible, at its sole cost and expense, for all construction, installation, maintenance, repair, alteration, reconstruction and replacement of the Facilities. Following the performance of any construction, installation, maintenance, repair, reconstruction, replacement or alteration of the Facilities, Grantee shall promptly return the surface of the Easement and Grantor's property to as near its prior condition as is reasonably practicable under the circumstances, including restoration of any landscaping which does not violate the terms of this Amendment, and restoration of parking areas. All construction, installation, maintenance, repair, alteration, reconstruction or replacement shall be done in a good and workmanlike manner, in accordance with all applicable statutes, codes, laws and regulations. All work shall be completed expeditiously with as little interference as possible to Grantor's property. Grantee shall use its best efforts to avoid blocking Grantor's ingress or egress to its property and in no event shall Grantee materially obstruct, block or interfere with Grantor's ingress or egress to its property such that access from the southwest of the property described on Exhibit A, or access to the parking on the east and north of the property described on Exhibit A is materially obstructed.

7. Grantor may use the Easement as outlined herein for any purpose that does not interfere with the rights granted to Grantee hereunder, including but not limited to ingress and egress, and parking.

8. Grantor makes no warranties or covenants of title with respect to the Easement.

9. Grantee indemnifies and holds Grantor harmless from and against any and all damage, claim, loss, damage or harm ("Claims") brought against Grantor for loss, damage, injury or death to persons or property, arising out of the negligence of Grantee, or any of its contractors, or agents, provided, however, in no event shall Grantor be indemnified or held harmless by Grantee for any Claims attributable to loss of Grantor's property which is covered by Grantor's property insurance.

10. The exercise of Grantee's rights hereunder shall be at its sole cost and expense and Grantee shall not permit any mechanics' liens or materialmen's liens to be imposed against the Easement or Grantor's property and Grantee shall cause any such lien to be discharged within 30 days after filing thereof or shall bond over or take such other action to release any claims, encumbrances or liens placed against the Grantor's property in connection with Grantee's use thereof.

11. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same document and agreement.

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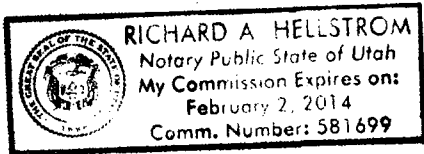
QUESTAR GAS COMPANY



C. Kim Blair
General Manager,
Engineering and Project Management

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

On the 14th day of August, 2012, personally appeared before me C. Kim Blair, who, being duly sworn, did say that he is the General Manager, Engineering and Project Management 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.



Notary Public

EXHIBIT "A"

PARCEL # 04-070-0-0031
Property of NATIONAL AUTO/TRUCKSTOPS INC.
8826 North Clinton Landing Road
Section 35, Township 1 South, Range 4 West, SLB&M

Beginning at the southeasterly right-of-way line of U.S. Highway 40, approximately 812.0 feet West and 60.0 feet North from the Southeast Corner of Lot 2, Section 35, Township 1 South, Range 4 West, SLB&M; thence South 52°46'30" East 18.0 feet; thence East 356.01 feet along an arc curve; thence North 19°52'10" East 858.87 feet; thence North 34°10'27" East 680.92 feet; thence South 490.91 feet; thence West 376.36 feet; thence South 0°06'21" West 679.10 feet; thence North 89°48'21" West 1,095.15 feet; thence North 34°10'27" East 191.74 feet to the point of beginning.

- AMENDED AND RESTATED RIGHT OF WAY GRANT -

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 ingress or 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,)
)
COUNTY OF SALT LAKE,) SS.

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.

L.