

WHEN RECORDED MAIL TO:  
Questar Gas Company  
P.O. Box 45360, Right-of-way  
Salt Lake City, UT 84145-0360  
FL14/tratos

Ent: 371032 - Ps 1 of 7  
Date: 06/18/2012 04:38 PM  
Fee: \$23.00  
Filed By: cp  
Jerry M. Houshton, Recorder  
Tooele County Corporation  
For: QUESTAR GAS COMPANY

Space above for County Recorder's use  
PARCEL I.D.# 04-070-0-0021

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

CARY EDWARD TRATOS

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:

A strip of land thirty (30) feet in width, lying and situate in the Southeast Quarter of Section 35, Township 1 South, Range 4 West, Salt Lake Base and Meridian, Tooele County, Utah. Parcel being more particularly described as follows:

**COMMENCING** 59.2 rods (976.80 feet) West and 8 rods (132.00 feet) South of the Northeast Corner of the Southeast Quarter of Section 35, Township 1 South, Range 4 West, of the Salt Lake Base and Meridian, and extending West 21 rods (346.50 feet) to the **POINT OF BEGINNING**; thence South 42.92 rods (708.18 feet); thence East 30.00 feet; thence North 42.92 rods (708.18 feet); thence West 30.00 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 establish a width and location by legal description, 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 23, 1929 and recorded in Book 3-Q of Deeds, at Page 589, in the official record of Tooele County, State of Utah. For reference, a copy of the original grant is attached hereto as Exhibit "B".

13  
7

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 # 04-070-0-0021

Property of CARY EDWARD TRATOS.

Section 35, Township 1 South, Range 4 West, SLB&M

Commencing 59.20 rods West and 8.0 rods South of the Northeast Corner of the Southeast Quarter of Section 35, Township 1 South, Range 4 West, SLB&M; thence West 21.0 rods ; thence South 42.92 rods; thence East 21.0 rods; thence North 42.92 rods, to the point of beginning.

Jerusha A. Hammond, Thelma Davis, Hattie Griffith, Ruby Stout, Willard

Hammond, single, Wayne Hammond, a minor, and Vaughn Hammond, a minor, Grantors,

MONTANA FUEL SUPPLY COMPANY

UTAH DIVISION  
314

of Tooele, State of Utah, hereby convey and Warrant to WASATCH GAS COMPANY, a

Utah corporation, grantees, of Salt Lake City, State of Utah, its successors and

assigns, for the sum of Ten Dollars, the right of way to lay, maintain, operate

and remove a pipe line with the right of ingress and egress to and from the said

right of way, over and through the following described tract of land in Twp. 1

South, Range 4 West, in the County of Tooele, State of Utah, bounded and des-

cribed as follows:

7-8  
9-134

That part of the NE  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of Section 35,  
T. 1 South, Range 4 West, S.L.E.&M. now owned  
by said grantors.

The said grantors to fully use and enjoy the said premises except for the purpose hereinbefore granted to the said grantee, which hereby agrees to pay damages which may arise to crops or fences from the laying, maintaining, operating or removing of said pipe line; said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the said grantors, their heirs or assigns, one by the said grantee, its successors and assigns, and the third by the two so appointed as aforesaid.

WITNESS the hands of said grantors this 23 day of September, 1929.

WITNESS

C.E. Stout

Edgarbeth Davis

C.E. Stout

C.E. Stout

H. Griffith

C.E. Stout

C.E. Stout

Jerusha A Hammond

Thelma Davis

Hattie Griffith

Ruby Stout

Willard Hammond

Wayne Hammond

Vaughn Hammond

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

MOUNTAIN FUEL SUPPLY COMPANY  
UTAH DIVISION  
314

On the 23<sup>rd</sup> day of Sept, A.D. 1929, personally  
appeared before me Jerusha A. Hammond, Thelma Davis, Hattie Griffith,  
Ruby Stout, Willard Hammond, Wayne Hammond, & Vaughn Hammond,  
the signers of the above instrument, who duly acknowledged to me that they executed  
the same.

My commission expires:

Sept 13 - 1933

John Walker  
Notary Public residing at  
Salt Lake City  
State of Utah

180032

REGISTRATION FEE, SERVICE CHARGE  
UTAH DIVISION  
314

In full for the period

*Wasatch Gas Co*

*Sept 30 1929*

of ... 37 ... entries past ... 2 ...  
of ... 37 ... in book ... 37 ...

of ... 37 ... page 589

*James Paul Johnson*

*For J. L. G. P. D.*

~~314~~

*James Johnson*  
*tax*

WASATCH GAS COMPANY